## Waltz Project

### Corporate Contributor License Agreement ("Agreement")

By signing below, You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Waltz Project (the "*Project*"). Except for the licenses granted herein to the Waltz Project and recipients of software distributed by the Project, You reserve all right, title, and interest in and to Your Contributions.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to admin@khartec.com. Alternatively, you may send an original signed Agreement to Khartec Ltd, 39 Tierney Road, London, SW2 4QL, United Kingdom. Please read this document carefully before signing and keep a copy for your records.

#### **Definitions**

"You" (or "Your" or "Contributor") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Project. 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.

"Contribution" shall mean the code, documentation or other original works of authorship expressly identified in Schedule A, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project for inclusion in, or documentation of, any of the products owned or managed by the Project (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Project 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 Project for the purpose of discussing and improving the Work.

The "*Project*" shall mean the Waltz Project and its successors and assigns.

#### 1. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to the Project and to recipients of software distributed by the Project 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.

## 2. Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to the Project and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s)

alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

## 3. Representations.

You represent that You are legally entitled to grant the above licenses. You represent further that each of Your employees identified in Schedule B (or if Schedule B is empty, any of Your employees) who submits a Contribution is authorized to submit Contributions on behalf of the Corporation. You may amend Schedule B at any time, with notice to the Project, provided that no amendment shall retroactively affect any Contribution. Any submission made by Your employee as provided in this Section will be deemed a Contribution from You. You represent that each of Your Contributions is Your original creation and does not include any third party code ("Third Party Code"), unless expressly identified in writing included with the submission. You will be responsible for ensuring that each of your employees who submits a Contribution complies with the obligation set forth above with respect to identifying any Third Party Code.

#### 4. 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. Miscellaneous

This Agreement will be governed by and construed in accordance with the laws of the United Kingdom, excluding its conflict of law provisions. If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

Contributor (Company):	
Signature:	
Name:	
Title:	
Date:	
Contributor (Company):	
Signature:	
Name:	
Title:	
Date:	

# **SCHEDULE A Description of Contribution**

[If you are contributing existing code, identify the code as clearly as possible. You can provide a URL or unique ID (e.g. a hash identifying a static export of the code, a unique Github SHA commit id, an SVN revision, etc.), or simply describe the contribution in plain language (e.g. "A bot to provide X functionality"). To authorize future contributions only, you can leave this Schedule blank.]

## **SCHEDULE B Authorized Employees**

[List the employees authorized to contribute code to the Project on your behalf. If you leave this Schedule blank, you authorize Contributions submitted by any of your employees. NB: your authorization is not limited to particular Contributions, but applies to any Contribution submitted by an authorized employee so long as this Agreement is in effect.]