

# CONTRIBUTOR LICENSE AGREEMENT

between

**Incubaid B.V.B.A.**, registered under company number 0819.222.210 and with registered office at Antwerpsesteenweg 19, 9080 Lochristi, Belgium;

and **the Contributor**:

Name: .....

Company & company nr.: .....

Address: .....

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## 1. Purpose of this Agreement

This Agreement clarifies the intellectual property rights with respect to any source code submitted to Incubaid. It wants to protect both the contributor, Incubaid and any third party to which Incubaid may provide the source code. **This Agreement does not change any ownership rights over the source code, and does not limit in any way how the Contributor can use the source code.**

## 2. License

For the duration of the statutory protection of copyright, the Contributor grants to Incubaid a worldwide, non-exclusive, royalty-free, irrevocable license on any Source Code submitted to Incubaid. For the purpose of this Agreement, "Source Code" means any work protected by intellectual property rights that is used in or related to software development, such as source code, diagrams, flowcharts, use cases, graphical images, documentation, specifications, function libraries, compiler and development environment settings, make files, intermediate object code, etc.

This license shall allow Incubaid to:

- use, reproduce, distribute and modify the Source Code in any circumstance and for all usage;
- make derivative works upon the Source Code;
- communicate the Source Code to the public, including the right to make available or display the Source Code (or copies thereof) to the public and perform the Source Code publicly; and
- sub-license the Source Code or any derivative works under any license form, in order to allow any third party to exercise the above rights.

As part of this license, the Contributor also grants to Incubaid, for the duration of the statutory protection of patents, worldwide, non-exclusive, royalty-free, irrevocable usage rights to any patents that are necessary to make use of the above rights.

This license can be exercised by Incubaid and any sublicensee of Incubaid on any media, supports and formats, whether now known or later invented, as far as the applicable law permits so. In the countries where moral rights apply, the Contributor waives his right to exercise his moral right to the extent allowed by law in order to make effective the licence of the economic rights listed above.

The Contributor warrants and represents that:

- the Source Code is its original creation, and/or that it disposes of all necessary rights, permissions and licenses to grant Incubaid the rights set forth in this Agreement. A Contributor who signs this

Agreement in his or her capacity as employee, shall represent and shall cause ("*porte-fort*" / "*sterkmaking*") his or her employer to warrant and represent the same;

- to the best of its knowledge, the Source Code does not violate any third party copyrights, trademarks, patents, or other intellectual property rights;
- to the best of its knowledge, no other impediments or legal obstacles exist that can prevent Incubaid or any of its sublicensees to exercise the rights granted in this Agreement; and
- it will properly indicate any third-party license or restriction that applies to the Source Code.

### 3. Risk allocation

Incubaid acknowledges that the Contributor provides the Source Code on an "as is" basis, and does not warrant that the Source Code will be fit for a particular purpose, nor that it will function correctly.

The Contributor shall indemnify Incubaid against all contractual and extra-contractual losses, claims, damages and expenses (including all reasonable legal fees) in relation to:

- any infringement or alleged infringement of any third party intellectual property rights as a result of the use of the Source Code by Incubaid or any sublicensee of Incubaid; and
- any breach of the Contributor of the warranties or provisions set forth in this Agreement.

### 4. Miscellaneous

Unless otherwise agreed in writing by explicitly referring to this Agreement, this Agreement shall apply to any Source Code submitted by the Contributor to Incubaid, whether in electronic, verbal or written form.

This Agreement constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the parties in relation to such matters.

If any provision of this Agreement is found to be invalid or unenforceable, the invalidity or unenforceability of such provisions shall not affect the other provisions, and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties shall then substitute each invalid or unenforceable provision with a valid or enforceable provision that achieves to the greatest extent possible the same economic legal objectives.

This Agreement shall be governed by and shall be construed in accordance with the laws of Belgium (without reference to its conflict-of-law provisions). All claims and disputes arising under this Agreement shall be submitted to the Court of Gent, Belgium.

\* \* \*

By signing below, the Contributor acknowledges to have read and agree to the above provisions, and represents that it is legally entitled to sign this Agreement.

Name: ..... Place: .....

Date: ..... Signature: .....

*Please send or fax the completed and signed document to Incubaid. Address: Antwerpsesteenweg 19, 9080 Lochristi, Belgium. Fax: +32 9 324 20 51.*