



BlueCat Networks Contribution Agreement

BY CLICKING “I ACCEPT”, YOU: (A) REPRESENT AND WARRANT THAT YOU HAVE THE CAPACITY TO ENTER INTO BINDING OBLIGATIONS; (B) AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT; AND (C) AGREE TO PROMPTLY SIGN A PHYSICAL COPY OF THIS AGREEMENT LOCATED AT <https://github.com/bluecatlabs> THAT YOU MUST PROMPTLY SEND TO US UPON OUR REQUEST AND IN ACCORDANCE WITH OUR INSTRUCTIONS. IF YOU DO NOT AGREE TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT, YOU MUST NOT CLICK “I ACCEPT” AND MUST NOT SUBMIT ANY CONTRIBUTIONS TO US. IF YOU ARE ACCEPTING THIS AGREEMENT ON BEHALF OF ANOTHER PERSON OR LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH PERSON OR LEGAL ENTITY TO THIS AGREEMENT.

This BlueCat Networks Contribution Agreement (“**Agreement**”) forms an agreement between You and BlueCat Networks (USA), Inc., a Delaware corporation (“**BlueCat**”, “**Us**”, “**We**”, or “**Our**”) and is made effective on the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is the earlier. This is a legally binding document, so please read it carefully before agreeing to it.

IMPORTANT NOTICE: BY ENTERING INTO THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU OWN THE CONTRIBUTIONS IN THEIR ENTIRETY. IF YOU WOULD LIKE TO SUBMIT A CONTRIBUTION TO US THAT YOU DO NOT OWN IN ITS ENTIRETY, PLEASE CONTACT US AT: contributions@bluecatnetworks.com

You accept and agree to the following terms and conditions for the Contributions that You Submit to Us. In return, We will consider Your Contributions for inclusion into products or projects managed by Us, including those located at <http://github.com/bluecatlabs> (the “**Materials**”).

1. Definitions.

- (a) “**Contribution**” means any work of authorship that is Submitted by You to Us.
- (b) “**Copyright**” means all rights protecting works of authorship, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions.
- (c) “**Submit**” means any form of electronic, verbal, or written communication sent to Us or Our representatives, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution”, and “**Submits**”, “**Submitted**” and “**Submission**” have corresponding meanings.
- (d) “**You**” or “**Your**” means the individual or the legal entity who Submits a Contribution to Us.

2. Grant of Rights.

2.1 Intellectual Property Assignment.

- (a) At the time the Contribution is Submitted, You hereby assign to Us all right, title, and interest worldwide, without limitation in time, in and to the Contribution including all intellectual property rights (other than patents) therein (including, without limitation, Copyright, trade secret rights, all other proprietary rights, the right to file applications for registration of such rights anywhere in the world, and the assignment and transfer of any accrued causes of actions related to such rights anywhere in the world).
- (b) To the extent that any of the rights in Section 2.1(a) cannot be assigned by You to Us, You grant to Us a perpetual, worldwide, exclusive, royalty-free, transferable, irrevocable license under such non-assigned rights, with rights to sublicense through multiple tiers of sublicensees, to practice such non-assigned rights, including, but not limited to, the right to publish, adapt, translate, create derivative works from, reproduce, modify, display, perform and distribute the Contribution.
- (c) Upon the assignment of rights to Us pursuant to Section 2.1(a), to the maximum extent permitted by applicable law, We immediately grant to You, on an “as-is” basis, a perpetual, worldwide, non-exclusive, royalty-free, transferable, irrevocable license under such rights covering the Contribution, with rights to sublicense through multiple tiers of sublicensees to publish, adapt, translate, create derivative works from, reproduce, modify, display, perform, and distribute the Contribution.

2.2 Patent License. For patent claims in respect of the Contribution including, without limitation, method, process, and apparatus claims which You own, control or have the right to grant, now or in the future, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution, whether alone or in combination with the Materials (whether in whole or in part).

2.3 Waiver and Non-Assert. To the extent that any of the rights in Sections 2.1(a), 2.1(b), or 2.2 can neither be assigned nor licensed by You to Us and to the extent that any moral rights exist in respect of the Contribution:

- (a) You hereby irrevocably waive such rights, including as against Us, any of Our successors in interest, or any of Our licensees, either direct or indirect;
- (b) You will not assert such rights, including as against Us, any of Our successors in interest, or any of Our licensees, either direct or indirect; and
- (c) You will cause Your employees and independent contractors, as applicable, that have contributed to the Contribution to waive such rights and not assert such rights, including as against Us, any of Our successors in interest, or any of Our licensees, either direct or indirect.

2.4 Confirmation of Rights. You will (and will cause Your employees and independent contractors, as applicable, to) do such things and execute such documents as may be necessary to vest in Our name all intellectual property rights worldwide in the Contribution, for registration of such rights worldwide and to confirm or evidence the waiver of all moral rights therein.

2.5 Our Rights. You acknowledge that We are not obligated to use Your Contribution as part of the Materials and may decide to include any Contribution We consider appropriate.

2.6 Reservation of Rights. Any rights not expressly assigned or licensed under this Section 2 are expressly reserved.

3. Representations, Warranties, and Covenants

You represent, warrant, and covenant that:

- (a) the Contributions are original works of authorship and do not infringe the intellectual property or other rights of any person;
- (b) You own and control all intellectual property rights in and to the Contributions and have all power and authority to assign and license, as applicable, such rights to Us pursuant to this Agreement; and
- (c) the Submissions by You of the Contributions pursuant to this Agreement are in compliance with all applicable laws, including export and import laws.

4. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES SET OUT IN SECTION 3, ALL CONTRIBUTIONS ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND. MORE PARTICULARLY, ALL EXPRESS, IMPLIED, STATUTORY, OR COLLATERAL WARRANTIES AND CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES OR CONDITIONS CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY APPLICABLE LAW.

5. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT IN RESPECT OF THE BREACH OF ANY WARRANTY SET OUT IN SECTION 3, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE AND EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF SAVINGS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE OR LOSS OF GOODWILL ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. Miscellaneous

- 6.1 Choice of Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware and the federal laws applicable therein, excluding its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.
- 6.2 Entire Agreement.** This Agreement sets out the entire agreement between You and Us with respect to Your Contributions to Us and overrides all other communications, whether written or oral.
- 6.3 Assignment.** We may assign this Agreement or any rights under this Agreement to any third party without Your consent. You may only assign this Agreement upon Our written consent. Any assignment in violation of this Section 6.3 will be void. The terms and conditions of this Agreement will be binding upon and inure to the benefit of the Your and Our permitted successors and assignees.
- 6.4 Waiver.** The failure of either party to require performance by the other party of any provision of this Agreement in one situation will not affect the right of a party to require such performance at any time in

the future. A waiver of performance under a provision in one situation will not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

- 6.5 Severability.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either You or Us. The terms and conditions set forth in this Agreement will apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent permitted under applicable law.
- 6.6 Amendments.** No amendment, supplement, modification, waiver, or termination of this Agreement will be binding unless executed in writing by You and Us.