

Open Web Foundation

Contributor License Agreement (CLA 1.0) (Copyright Only)

1. The Purpose of this Contributor License Agreement. This CLA sets forth the terms under which I will participate in and contribute to the development of the Specification. Capitalized terms are defined in the CLA's last section.

2. Copyrights.

2.1. Copyright Grant. I grant to you a perpetual (for the duration of the applicable copyright), worldwide, non-exclusive, no-charge, royalty-free, copyright license, without any obligation for accounting to me, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, distribute, and implement any Contribution to the full extent of my copyright interest in the Contribution.

2.2. Attribution. As a condition of the copyright grant, you must include an attribution to the Specification in any derivative work you make based on the Specification. That attribution must include, at minimum, the Specification name and version number.

3. No Other Rights. Except as specifically set forth in this CLA, no other express or implied patent, trademark, copyright, or other property rights are granted under this CLA, including by implication, waiver, or estoppel.

4. Open Web Foundation Agreement ("OWFa") version 1.0 Execution. I acknowledge that the goal of this CLA is to develop a specification that will be subject to the OWFa version 1.0. While I have no legal obligation to execute the OWFa version 1.0 for any version of the specification being developed under this CLA, I agree that the selection and terms of the OWFa version 1.0 will not be subject to negotiation.

5. Antitrust Compliance. I acknowledge that I may compete with other participants, that I am under no obligation to implement the Specification, that each participant is free to develop competing technologies and standards, and that each party is free to license its patent rights to third parties, including for the purpose of enabling competing technologies and standards.

6. Non-Circumvention. I agree that I will not intentionally take or willfully assist any third party to take any action for the purpose of circumventing my obligations under this CLA.

7. Representations, Warranties and Disclaimers. I represent and warrant that 1) I am legally entitled to grant the rights and promises set forth in this CLA and 2) I will not intentionally include any third party materials in any Contribution unless those materials are available under terms that do not conflict with this CLA. IN

ALL OTHER RESPECTS MY CONTRIBUTIONS ARE PROVIDED "AS IS." The entire risk as to implementing or otherwise using the Contribution or the Specification is assumed by the implementer and user. Except as stated herein, I expressly disclaim any warranties (express, implied, or otherwise), including implied warranties of merchantability, non-infringement, fitness for a particular purpose, or title, related to the Contribution or the Specification. IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR LOST PROFITS OR ANY FORM OF INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER FROM ANY CAUSES OF ACTION OF ANY KIND WITH RESPECT TO THIS CLA, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. Nothing in this CLA requires me to undertake a patent search.

8. Definitions.

8.1. Bound Entities. "Bound Entities" means the entity listed below and any entities that the Bound Entity Controls.

8.2. CLA. "CLA" means this document, which sets forth the rights, grants, promises, limitations, conditions, obligations, and disclaimers made available for my Contributions to the particular Specification.

8.3. Contribution. "Contribution" means any original work of authorship, including any modifications or additions to an existing work, that I intentionally submit for inclusion in the Specification, which is included in the Specification. For the purposes of this definition, "submit" means any form of electronic, oral, or written communication for the purpose of discussing and improving the Specification, but excluding communication that I conspicuously designate in writing as not a contribution.

8.4. Control. "Control" means direct or indirect control of more than 50% of the voting power to elect directors of that corporation, or for any other entity, the power to direct management of such entity.

8.5. I, Me, or My. "I," "me," or "my" refers to the signatory below and its Bound Entities, if applicable.

8.6. Specification. "Specification" means the Specification identified below as of the date of my last Contribution.

8.7. You or Your. "You," "you," or "your" means any person or entity who exercises copyright rights granted under this CLA, and any person or entity you Control.

Identify the Specification here:

OMDL (<http://omdl.org>)

If signing this CLA as an individual:

I acknowledge that, depending upon local law or contractual agreements, when I am employed by or acting on behalf of another entity, the promises I make relating to this Specification may actually be obligations of that other entity. In such a situation, I represent that

I have been authorized by that entity to make these promises. I also understand that certain Specification projects may require additional private identifying information or certifications from me before they accept my Contributions.

Signed name

Print name

Email address

Date

If signing this CLA as a Bound Entity:

I certify that I am authorized to execute this agreement on behalf of the Bound Entity named below, and that all promises made herein relating to this Specification are commitments of the Bound Entity.

Signed name

Print name

Email address

Date

Title

Bound Entity

Address