

Actyx Corporate Contributor License Agreement

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This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Company, to authorize Contributions submitted by its designated employees to the Company, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to contact@actyx.com. Please read this document carefully before signing and keep a copy for your records.

Corporation name: _____

Corporation address: _____

Point of contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Company. In return, the Company shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to the Company and recipients of software distributed by the Company, You reserve all right, title, and interest in and to Your Contributions.

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

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5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).
6. 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.
7. Should You wish to submit work that is not Your original creation, You may submit it to the Company separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".
8. It is your responsibility to notify the Company when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the Company.

Signed: _____ Date: _____

Title: _____

Corporation: _____

Schedule A

Initial list of designated employees. Authorization is not tied to particular Contributions.

Schedule B

Identification of optional concurrent software grant.
