Mura CMS / Blue River Interactive Group Contributor Agreement, Version 1

Thank you for your interest in contributing to the Mura CMS product development community. Blue River Interactive Group, the developers of Mura CMS are very interested in receiving your contributions to Mura CMS, or any other Blue River software.

However, in order to participate, we need to confirm how the rights in your contribution ("Your Contributions") will be handled. Following the practices of the Free Software Foundation and other open source communities Blue River requests that you assign the copyrights and patents in Your Contributions to Blue River (with a license back to you to use it in any way that you please). Blue River Interactive Group, Inc. ("Blue River") requires that you have a completed Contributor Agreement on file prior to using any of Your Contributions in order to help guarantee that the intellectual property (IP) embodied within Mura CMS and other Blue River products remains unencumbered for use by the whole of the community. This Contributor Agreement is to make clear the rights between the parties.

In consideration for the potential inclusion of Your Contributions in the Blue River Products and the license back, you, on behalf of yourself if you are an individual, and on behalf of your company or organization if you are signing this Contributor Agreement as an authorized representative of your company or organization, agree to the following terms and conditions:

- 1. The term "Your Contributions" means all of your past, present and future contributions of object code, source code and documentation to Blue River, however submitted to the Blue River, excluding any submissions that are conspicuously marked or otherwise designated in writing by you as "Not a Contribution."
- 2. You assign all right, title and interest worldwide in all patents, inventions copyrights and related moral rights ("IP Rights") for the full term of their existence in and to Your Contributions to Blue River and Blue River shall be able to record this assignment. If the moral rights are not assignable, you agree to waive their enforcement against Blue River and its sublicensees, either direct or indirect. However, at the same time, Blue River grants to you a non-exclusive, perpetual, irrevocable, worldwide, royalty free, transferable IP Rights license to reproduce, prepare derivative works of, distribute (internally and externally, in object code and, if included in Your Contributions, source code form), make, use, sell, offer for sale, publicly perform and publicly display Your Contributions, with the right to sublicense all of these rights through multiple tiers of sublicensees. The intention of the parties is that this license will be as broad as possible and to provide you with rights as similar as possible to the rights of the owner of the IP Rights.

This license is limited to Your Contributions and does not provide any rights to the Blue River Products.

- 3. You represent that you are legally entitled to assign the rights and grant the license set forth in paragraph 2. If you are an individual and your employer(s) or third parties have rights to intellectual property that you create, you represent that you have received permission to make Your Contributions on behalf of that employer or third party, or that your employer or that third party has waived such rights for Your Contributions to Blue River.
- 4. You represent that, except as disclosed in Your Contribution submission(s), each of Your Contributions is your original creation. You represent that Your Contribution submission(s) include complete details of any license or other restriction (including, but not limited to, related patents, copyrights and trademarks) associated with any part of Your Contribution(s) (including a copy of any applicable license agreement). You agree to notify Blue River of any facts or circumstances of which you become aware that would make your representations in this Agreement inaccurate in any respect.
- 5. You provided Your Contributions AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Similarly, the license back to Your Contributions are provided AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT
- 6. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF YOUR CONTRIBUTIONS, EVEN IF THE USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- IN NO EVENT WILL YOU OR BLUE RIVER HAVE ANY LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 8. This Contributor Agreement shall be governed by the laws of the State of California as such laws are applied to agreements entered into and to be performed entirely within California between California residents and by the laws of the United States. You agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Contributor Agreement. In the event of invalidity of any provision of this

Contributor Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contributor Agreement. This Contributor Agreement is the entire agreement between you and Blue River relating to the subject matter of this Contributor Agreement which supersedes any prior agreement, whether written or oral, and may be amended only by a writing signed by both parties. This Contributor Agreement can be assigned by either party.

| Blue River Contrib Signature Page | outor Agreement, | Version 1 | |
|--------------------------------------|------------------|---|---|
| I Am Signing As: | □ Individual | □ Company / Organization | |
| Full Name: | | | |
| Signature: | | ······································ | |
| Date: | | | |
| Email: | | | |
| Address: | | | |
| | | | |
| | | | |
| | | representative on behalf of your clude the following: | • |
| Organization Nam | e: | | |
| Your Title | | | |