

gtirb-rewriting Contributor License Agreement

Thank you for your interest in contributing to GrammaTech, Inc.'s ("We" or "Us") gtirb-rewriting project.

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The Agreement may cover more than one software project managed by Us.

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1.5. "Submission Date" means the date on which You Submit a Contribution to Us.

1.6. "Effective Date" means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

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3. Representations

You confirm that:

(a) You have the legal authority to enter into this Agreement.

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5. Damage Waiver

IN NO CASE SHALL GRAMMATECH, ITS SUPPLIERS, OR ITS LICENSORS BE LIABLE TO YOU, YOUR EMPLOYER, OR TO ANY THIRD-PARTY FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR LOST DATA, ARISING FROM OF OR RELATED TO THIS AGREEMENT, EVEN IF GRAMMATECH OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, INCLUDING BUT NOT LIMITED TO IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, OR STRICT LIABILITY, OR FOR ANY CLAIM BY ANY OTHER PARTY, INCLUDING THIRD-PARTIES.

6. Miscellaneous

6.1. Applicable Law/Venue. The validity, construction, and performance of this Software License will be governed by the law of the State of New York, as if this license were executed in, and to be fully performed within, the State of New York, and without regard to its principles of conflicts of laws. The parties expressly agree that the Uniform Commercial Code (UCC), the United Nations Convention on Contracts for the International Sale of Goods (UNCISG), and the Uniform Computer Information Transactions Act (UCITA), including any version of UCITA adopted by a state, shall not apply. Any legal action or proceeding arising from and/or related to this Software License shall be brought exclusively in the federal and/or state court of New York. You and GrammaTech expressly consent to the personal jurisdiction and exclusive venue therein.

6.2. Any notice required or permitted to be given under this Agreement shall be sent to the address of the other party as set forth herein or to such address as a party may designate by written notice. The notice will be deemed received (a) upon delivery by hand or electronic mail, (b) three (3) days after mailing the notice by registered or certified mail with return receipt requested, or (c) by the date the notice was delivered via overnight courier service requiring signature upon receipt. Additionally, You agree to notify GrammaTech in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

6.3. This Agreement, including the recitals contained herein, sets out the entire agreement

between You and Us for Your Contributions to Us and overrides all other agreements or understandings related to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

6.4. If You assign this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement. GrammaTech may assign this Agreement at its sole discretion.

6.5. The waiver by either party of any provision of this Agreement must be in writing signed by the waiving party and shall not operate or be construed as a waiver of any other term or breach, prior, contemporaneous, or subsequent thereto, of the same or a different kind. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

6.6. If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

GrammaTech, Inc.

YOU:

Address: 106 E. Court Street
Ithaca, NY 14850

Address: _____

Email: CLA@grammatech.com

Email: _____

By: _____
(signature of authorized
representative)

By: _____
(signature of individual contributor or
authorized representative)

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____