

Connect – Contributor License Agreement

This Contributor License Agreement ("Agreement") is made and entered into by and between Sencha Labs and You (defined below).

This Agreement allows an individual to submit Contributions (defined below) to Sencha Labs, and to assign copyright and patent rights thereto. This Agreement supersedes any prior Contributor License Agreement You have entered with Sencha Labs in the past, and is retroactive in effect to the date of any prior Contributor License Agreement You have entered with Sencha Labs. You accept and agree to the following terms and conditions for Your past, present and future Contributions submitted to Sencha Labs.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Sencha Labs. 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) record or beneficial ownership of fifty percent (50%) or more of the outstanding voting securities of the entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Sencha Labs for inclusion in, or documentation of, any of the products owned or managed by Sencha Labs (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Sencha Labs or its representatives, including but not limited to communication via email, on electronic mailing lists, forum systems, source code control systems, and issue tracking systems that are managed by, or on behalf of, Sencha Labs for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

"Sencha Labs" shall mean Sencha Inc. d/b/a Sencha Labs, with further assurance that upon the completion of formation, the Contribution will be transferred to the newly formed Sencha Labs.

2. Assignment of Contribution.

Subject to the terms and conditions of this Agreement, and in consideration of the mutually beneficial business relationship being established between the parties hereto and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledged, You acknowledge and agree that EXT shall be deemed to be the sole and exclusive owner of all right, title, and interest in and to the Contribution, including without limitation all related copyrights, know-how, inventions, patents, patentable material and ideas, trade secrets, trademarks, trade dress, and droit moral and you irrevocably assign to EXT all right, title, and interest that you may possess in the Contribution including without limitation all related copyrights, patents, patentable materials and ideas, trade secrets, know-how, trademarks, and droit moral. You agree to execute all documents necessary and/or requested by us to secure our rights in the at no additional cost, provided, however, that you shall not be responsible for the preparation of such documents. You will sign any such applications, upon request, and deliver them to us. EXT will bear all expenses that we cause to be incurred in connection with such copyright, trademark, and/or patent protection. EXT shall have the right to use or not use the Contribution and to use, reproduce, re-use, alter, modify, edit, create derivatives of or change the Contribution as EXT sees fit and for any purpose in EXT's sole discretion.

You agree to help us, upon request and at Your normal billing rate, in preparing U.S. and foreign copyright and/or patent applications relating to the Contribution and in the prosecution and/or defense of any lawsuit relating in any way to the Work.

3. Representation of Ownership.

You represent that You are legally entitled to make the above assignment. If your employer(s) has rights to intellectual property that You create that includes Your Contributions, You represent that You have received permission to make Contributions on behalf of that employer, that Your employer has waived such rights for your Contributions to Sencha Labs, or that Your employer has executed a separate Corporate Contributor License Agreement with Sencha Labs. You agree to notify Sencha Labs of any facts or circumstances of which you become aware that would make any of Your representations contained herein inaccurate in any respect.

4. Warranty

You warrant that: (i) the Contribution is original to You; (ii) You have not previously granted and will not grant any rights in the Contribution to any third party that are inconsistent with the rights granted to Sencha Labs herein; (iii) the Contribution, and the intended uses thereof, shall be free of any third party claims with respect to intellectual property or other proprietary rights and shall be free of any third party liens, encumbrances, security interests, or any similar restrictions; and (iv) You have full power and authority to enter into this Agreement, to carry out its obligations under this Agreement and to grant the rights granted to Sencha Labs hereunder.

5. Support.

You are not expected to provide support for Your Contributions, except to the extent that You desire to provide support.

6. Entire Agreement.

This Agreement is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

7. Severability.

The invalidity or unenforceability of any provision of this Agreement, or any terms thereof, shall not affect the validity of this Agreement as a whole, which shall at all times remain in full force and effect.

8. Governing Law.

This Agreement is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts in Santa Clara County, California, U.S.A. and the parties hereby irrevocably agree to submit to the personal and exclusive jurisdiction and venue of such courts. This Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

9. Assignment of Agreement.

This Agreement may not be assigned, in whole or in part, by You without the prior written consent of Sencha Labs. Any purported assignment, sale, transfer, delegation or other disposition by You, except as permitted herein, shall be null and void.

10. Independent Contractors.

The relationship of You and Sencha Labs established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venturer of the other.

11. Publicity; Press Releases.

Sencha Labs shall be permitted to use Your name in publicity releases, advertising, or similar activities related to the Contribution without Your prior written consent.

Full Name: _____

Email: _____

Mailing Address: _____

Signature: _____

Date: _____