

Nordix Association Contributor Agreement

This contributor assignment agreement (“Agreement”) documents rights granted by contributors to Nordix Association (the “Association”). Copyright assignment is entirely optional and it is at the discretion of the contributor whether to assign copyright to the Association or not. This is a legally binding document, so please read it carefully before agreeing to it. To make this document effective, please sign it and send it to the Association. The Agreement may cover more than one software project.

This Agreement allows an individual to submit Contributions to the Association, or for an organization to authorize Contributions submitted by its employees to the Association.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Association.

1. Definitions.

“**You**” (or “**Your**”) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Association.

“**Contribution**” shall mean the code, documentation or other original works of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Association. For the purposes of this definition, “**submitted**” means any form of electronic, verbal, or written communication sent to the Association or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Association, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

2. Copyright Assignment. At the time the Contribution is Submitted, You assign to the Association all right, title, and interest worldwide in all copyright covering the Contribution. To the extent that any of the preceding rights cannot be assigned by You to the Association, You grant to the Association a perpetual, worldwide, exclusive, no-charge, royalty-free, transferable, irrevocable license under such non-assigned rights to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against the Association or our successors in interest, or any of our licensees, either direct or indirect.

4. Patent License. Your “essential patent claims” are all patent claims that You own or control, whether already acquired or hereafter acquired, that are necessarily infringed by Your Contribution, but do not include claims that would be infringed only as a consequence of further modification of Your Contribution. For purposes of this definition, “control” includes the right to grant patent sublicenses in a manner consistent with the requirements of this Agreement.

You grant to the Association and to all recipients of Your Contribution a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license under Your essential patent claims, to make, use, sell, offer for sale, import, and otherwise transfer Your Contribution.

Nothing in this Agreement shall be construed as excluding or limiting any implied license or other defenses to infringement that may otherwise be available to You under applicable patent law.

5. You represent that You are legally entitled to enter into this Agreement and to grant the above rights.

6. You represent that each of Your Contributions is Your original creation.

7. 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 OR

ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

Company Name: _____

Signature: _____

Name:

Title:

Date: