Acciente, LLC.

Individual Contributor License Agreement Version 2017.02.07

An Individual Contributor License Agreement ("Agreement") is required to establish and define the intellectual property rights granted in connection with Contributions (defined below) from any person or entity (the "Contributor") to Acciente, LLC. ("Acciente") for inclusion in any of the products owned or managed by Acciente (the "Work"). This Agreement is for your protection as a Contributor as well as Acciente's. This Agreement does not alter your rights to use your own Contributions for other purposes. By executing this Agreement, you accept and agree to the following terms and conditions for any past, current, or future Contributions (defined below) submitted to Acciente. Except for the license granted herein to Acciente and recipients of software distributed by Acciente, you reserve all right, title, and interest in and to the Contributions you create.

To make this document effective, please complete your information below, sign it and send it to Acciente by electronic submission, following the instructions at [https://github.com/acciente/acciente-cla]. This is a legally binding document, so please read it carefully before agreeing to it.

1. Definitions

"Transmitted:" shall mean any form of electronic, verbal, or written communication sent to Acciente 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, Acciente for the purpose of discussing and improving the Work, but excluding communications that are conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally Transmitted by You to Acciente for inclusion in the Work.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Acciente. 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 fifty percent (50%) or more of such entity.

2. Copyright License

Subject to the terms and conditions of this Agreement, and to the maximum extent permitted by the relevant law, You hereby grant to Acciente and to recipients of software distributed by Acciente a perpetual, worldwide, non-exclusive, transferable, no-charge, royalty-free, irrevocable copyright license, with the right to sublicense such rights through multiple tiers of sublicensees, to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Patent License

Subject to the terms and conditions of this Agreement, and to the maximum extent permitted by the relevant law, You hereby grant to Acciente and to recipients of software distributed by Acciente a perpetual, worldwide, nonexclusive, transferable, no-charge, royalty-free, irrevocable (except as stated in this section) patent license, with the right to sublicense such rights through multiple tiers of sublicensees, to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was Transmitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. Other Rights

- 4.1. 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 Acciente or its successors in interest, or any of its licensees, either direct or indirect.
- 4.2. Our Rights. You acknowledge that Acciente is not obligated to use Your Contribution as part of the Work and may decide to include any Contribution it considers appropriate.

5. Representations

- 5.1. You represent that you are legally entitled to grant the above license. 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 Acciente, or that your employer has executed a separate Corporate CLA with Acciente.
- 5.2. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

6. Ongoing Support and Maintenance of Contributions

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.

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 UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING.

7. Submitting the Work of Others

Should You wish to submit work that is not Your original creation, You may submit it to Acciente 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. Continuing Disclosures

You agree to notify Acciente of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

Signature:	Date:	