

## CodePlex Foundation Contribution Agreement

This Contribution Agreement (“**Agreement**”) is entered into between the individual(s) signing below (“**You**”), and the CodePlex Foundation (“**Foundation**”), a Washington non-profit corporation, and any other parties signing below. This Agreement is effective as of the latest signature date below (“**Effective Date**”).

### 1. Definitions.

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to Foundation under this Agreement, including without limitation the code, if any, identified in Appendix A.

“**Project**” means the Foundation project identified below.

“**Submit**” is the act of uploading, submitting, transmitting, or distributing code or other content to the Project, 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 Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Submission."

“**Submission**” means the Code and any other copyrightable material Submitted by You to the Foundation under this Agreement, including any associated comments and documentation.

**2. Your Submission.** You must sign this Agreement before making a submission to the Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 3 below), Submit to the Project.

**3. Covered Entities.** If anyone else has an ownership interest in Your Submission inconsistent with this Agreement, such as Your employer, You must have them sign where indicated below. In that case, the term “**You**” in this Agreement will refer to You and the listed individuals and entities, collectively. If, in the future, You desire to Submit additional Submissions in which others have an ownership interest or rights inconsistent with this Agreement and who have not signed below, then You agree to sign a new Agreement for such Submissions, signed by those other parties, together with or in advance of Submitting those Submissions to the Project.

### 4. Licenses.

**a. Copyright License.** You grant Foundation a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the Submission to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Submission and such derivative works, and to sublicense those rights to third parties.

**b. Patent License.** You grant Foundation, and those who receive the Code directly or indirectly from the Foundation, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license under your patent claims that directly read on the Code to make, have made, use, offer to sell, sell, and import or otherwise dispose of the Code.

c. **Other Rights Reserved.** Each party reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.

**5. Representations and Warranties.** You represent that You are legally entitled to grant the above licenses. You represent that each of Your Submissions is Your original work. You represent that You have disclosed in writing at the time of the Submission any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are personally aware with respect to the Submission. If an individual is signing this Agreement on behalf of another entity that has an ownership interest in the Submission, pursuant to Section 3 above, such individual represents and warrants that he or she has the necessary authority to bind the listed entity to the obligations contained in this Agreement. YOU ARE NOT EXPECTED TO PROVIDE SUPPORT FOR YOUR SUBMISSION, UNLESS AND EXCEPT TO THE EXTENT YOU CHOOSE TO DO SO. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 5, THE SUBMISSION PROVIDED UNDER THIS AGREEMENT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, AND FOUNDATION AND YOU DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. Notice to Foundation.** You agree to notify Foundation in writing of any facts or circumstances of which You later become aware that would make these representations inaccurate in any respect.

**7. Governing Law/Jurisdiction/Attorneys' Fees.** This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

**8. Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof.

**9. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

**Name of Foundation Project:** \_\_\_\_\_

**Name ("You")** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Primary email address:** \_\_\_\_\_

Mailing Address \_\_\_\_\_

**Additional Individual(s)/Entity(ies) (Per Section 3)**

**Individual/Entity name** \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Primary email address: \_\_\_\_\_

**CodePlex Foundation**

800 Fifth Avenue, Suite 4100

Seattle, WA 98104

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

[Identify Code]