

MaidSafe Contributor Agreement version 1.1

1 Scope of this Agreement

This MaidSafe Contributor Agreement ("MCA") applies to any contribution (as defined below) that you make to any software or other product or project managed by us (the "project"), and sets out the intellectual property rights you assign and grant to us in the contributed materials. The term "us" shall mean MaidSafe.net Limited. The term "you" shall mean the person or entity identified below.

2 Acceptance

You should read this agreement carefully before accepting and/or signing, and fill in the information requested below and sign the MCA where indicated below. Your posting of any contribution (as defined below) to this project will be deemed to constitute acceptance of the terms of this MCA, irrespective of whether you sign this MCA. This MCA is a binding legal agreement between you and us.

3 Intellectual property rights

The term "contributions" or "contributed materials" means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to the project.

The term "intellectual property rights" means any patents, rights to inventions, copyrights and similar rights, rights in know-how and all other intellectual property rights anywhere in the world for the full term of those rights including all registrations and applications and the right to apply for registrations.

In relation to intellectual property rights in your contributions:

* you hereby assign to us with full title guarantee all the intellectual property rights (existing and future) in your contributions (the "rights"), and we hereby grant to you a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to use the rights for any purpose. To the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to use the rights for any purpose (including, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements).

* you hereby irrevocably and unconditionally waive all moral rights which you may have in your contributions in whatever part of the world such rights may be enforceable;

* you agree to, without charge, execute and do all such acts, documents, matters and things as may be necessary or reasonably required to obtain patent, copyright or other protection for any of your contributions (or software in which they are included) or improvements or developments to them and to vest title to the intellectual property rights in them in us and you irrevocably appoint us to be your attorney and in your name and on your behalf to execute and do any such acts described above for the same purpose if needed; and

* you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.

This MCA is effective on the date you first submitted a contribution to us, whether or not you sign this MCA and even if your submission took place before the date you did sign. Any contribution we make available under any license will also be made available under a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved license.

You covenant, represent, warrant and agree that:

* each contribution that you submit (1) is and shall be an original work of authorship and you can legally assign and grant the rights set out in this MCA, and (2) does not include

any third party code or other materials;

* no contribution will violate any third party's intellectual property rights; and

* each contribution shall be in compliance with (and will not need a licence or permission under) applicable export or import laws.

You agree to notify us if you become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. MaidSafe may publicly disclose your participation in the project, including the fact that you have signed the MCA.

Any notice or other written communication to be given under or in connection with this agreement shall be in writing, no term shall be varied by statement, conduct or act of any party except that the parties may amend this agreement only by letter or written instrument signed by both parties. This agreement sets out the entire agreement and understanding between the parties relating to your contributions.

This MCA is governed by Scottish Law and subject to the jurisdiction of the Scottish courts save that we or you may bring action in other courts to the extent necessary to protect or enforce our intellectual property rights.

Please place an "x" on one of the applicable statement below. Please do NOT mark both statements:

☐ I am signing on behalf of myself as an individual and no other person or entity, including my employer, has or will have rights with respect my contributions.

☐ I am signing on behalf of my employer or a legal entity and I have the actual authority to contractually bind that entity.

Name*: _____

Company's Name (if applicable): _____

Title or Role (if applicable): _____

Mailing Address*: _____

Telephone, Fax and Email*: _____

Signature*: _____

Date*: _____

Project Name*: _____

Username (if applicable): _____

* Required field

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