

Dreamwidth Studios, LLC Individual Contributor License Agreement
derived from the Apache Software Foundation License Agreement
[<http://www.apache.org/licenses>]

Thank you for your interest in submitting volunteer work to Dreamwidth Studios, LLC (the "Company", "we", "us", "our") or to a Dreamwidth Studios Open Source code project (the "Project"). In order to clarify the terms of intellectual property licensing, to protect our contributors, and to protect the Company, we ask that all Contributors to the Project complete a Contributor License Agreement ("Agreement") and return it to us. This license does not change your rights to use your own Contributions for any other purpose. It defines the terms under which you provide your Contributions to us.

Please complete and send a signed signature page of the Agreement to us by mail at Dreamwidth Studios, LLC, PO Box 39608, Baltimore, MD, 21212. You can also provide a high-quality scan or digital photograph of the signature page via email attachment to denise@dreamwidth.org. If you are unable to send an Agreement through either method, please contact us to make alternate arrangements.

Please read this document carefully before signing, and keep a copy for your records.

You accept and agree to the following terms and conditions for your past, present, and future Contributions submitted to us. In return, we will use your Contributions to further the publicly-stated goals and ideals of the Project. Except for the license you grant by signing this Agreement, you reserve all right, title, and interest in and to your Contributions.

The section titles in this Agreement are for convenience only, and have no legal or contractual effect.

1. Definitions

"You" (or "your") shall mean the copyright or intellectual property owner, or the legal entity authorized by the copyright or intellectual property owner, that is making this Agreement with us. 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 such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that you intentionally submit to us for the purpose of inclusion in any of the products or projects owned or managed by us. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written

communication sent to us or our representatives, including (but not limited to) the use of electronic mailing lists, source code control systems, and issue tracking systems that we manage, or are managed on our behalf, for the purposes of discussing and improving the Project. For the purposes of this definition, "submitted" does not include communication that you have conspicuously marked or otherwise designated in writing as "Not a Contribution".

2. Grant of Copyright License

Subject to the terms and conditions of this Agreement, you hereby grant us, and recipients of any product distributed by us, a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute, and sublicense your Contributions and all derivative works.

3. Grant of Patent License

Subject to the terms and conditions of this Agreement, you hereby grant us, and recipients of any product distributed by us, a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated herein) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer your Contributions. This license applies only to patent claims licensable by you that are necessarily infringed by your Contribution(s) alone or by a combination of your Contributions(s) with the Project to which such Contribution(s) was submitted.

If any entity institutes patent litigation against you or any other entity (including a cross-claim or a counterclaim in a lawsuit), alleging that your Contribution or the Project to which you have contributed consists direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Project shall terminate as of the date such litigation is filed.

4. Representation of Rights

You represent that you are legally entitled to grant this license. If your employer has rights to intellectual property that you create, and those rights include 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 the Company, or that your employer has executed a separate Agreement with the Company.

5. Representation of Original Work

You represent that each of your Contributions is your original creation, unless otherwise noted. You represent that your Contributions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are aware and that are associated with any part of your Contributions.

6. No Expectation of Support or Fitness

You are not expected to provide support for your Contributions, except to the extent that you desire to provide support. Unless required by applicable law or agreed to in writing, you provide your Contributions to us on an **"AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND**, either expressed or implied, including, without limitation, any warranties or conditions of **TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE**.

7. Third-Party Contributions

If you are submitting a Contribution that is not your original creation, you may submit it separately from any other 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 that the Contribution is subject to. You must conspicuously mark the work as "Submitted on behalf of a third party: [name]."

8. Notification of Change

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

9. Selection of Jurisdiction

Except to the extent that applicable law provides otherwise, the terms of this Agreement will be governed by the laws of the State of Maryland, USA. You agree to submit to the jurisdiction of state and federal courts located in Baltimore City, Maryland, USA for any disputes arising out of or relating to your acceptance of this Agreement.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

10. Licensing of Derivative Work

If you provide your Contribution to us as intended for a repository or collection of work that is available under a free software license as defined by the Free Software Foundation (FSF), we guarantee that if we distribute a work based on or including your Contribution (a "Derivative Work"), in whole or in part, we will distribute that work under a free software license with terms that are no more restrictive than the licensing terms applicable to the collected Work at the time your Contribution is accepted. However, we may also distribute the Derivative Work under other terms as well. If your Contribution is intended for a repository or collection of Work that is available under differing licensing terms, this section shall not apply.

By submitting this Contributor License Agreement, you agree to all the preceding terms and conditions. Your disclosure of information below will be governed by Dreamwidth Studios, LLC's Privacy Policy.

Please sign: _____ Date: _____

Full name: _____

Mailing Address: _____

E-Mail: _____