



## LogicBlaze Inc.

### ***Individual Contributor License Agreement ("Agreement") V1.0***

Thank you for your interest in LogicBlaze Inc. ("LogicBlaze"). In order to clarify the intellectual property license granted with Contributions from any person or entity, LogicBlaze must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of LogicBlaze and its users; it does not change your rights to use your own Contributions for any other purpose. If you have not already done so, please complete and send an original signed Agreement to LogicBlaze, 4676 Admiralty Way, Suite 520, Marina Del Rey, CA 90292, United States. If necessary, you may send it by facsimile to LogicBlaze at +1 800 822 0471. Please read this document carefully before signing and keep a copy for your records.

Full name: \_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Country: \_\_\_\_\_

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to LogicBlaze. Except for the license granted herein to LogicBlaze and recipients of software distributed by LogicBlaze, You reserve all right, title, and interest in and to Your Contributions.

#### 1. Definitions

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with LogicBlaze. 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, which is submitted by You to

LogicBlaze for inclusion in, or documentation of, any of the products or services owned by, offered by, or managed by LogicBlaze (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to LogicBlaze 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, LogicBlaze for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License: Subject to the terms and conditions of this Agreement, You hereby grant to LogicBlaze and to recipients of software distributed by LogicBlaze a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.
3. Grant of Patent License: Subject to the terms and conditions of this Agreement, You hereby grant to LogicBlaze and to recipients of software distributed by LogicBlaze a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patents owned by You and to those patent claims licensable by You, now or in the future, that are infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted.
4. 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 LogicBlaze, or that your employer has executed a separate Corporate CLA with LogicBlaze.
5. 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. You represent that, to the best of your knowledge, Your Contribution does not infringe any third party intellectual property right.
6. 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 herein or in a separate document, 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.

7. Should you wish to submit work that is not Your original creation, You may submit it to LogicBlaze 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. You agree to notify LogicBlaze of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.
9. This Agreement shall be governed and construed in accordance with the laws of the State of California (except that the California choice of law provisions shall not apply). In the event that any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in the Central District of California, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the state courts sitting in Los Angeles County, California.
10. This Agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this Agreement.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_