OSHIP Contributor Agreement

In order to obtain the ability to have your changes to OSHIP be merged into the trunk and therefore into future releases (becoming a Committer). You must indicate your agreement to the terms below by completing and signing¹ this agreement and returning it to the OSHIP project lead (aka. The OSHIP Project) by email to timothywayne.cook@gmail.com

1. Contact Information

Name:

Employer Name:

Email:

Physical Address:

OSHIP/Launchpad Username:

- 2. <u>Treatment of Account</u>: The Committer will not allow anyone other than the Committer to use the OSHIP/Launchpad username or source repository login to access OSHIP source or other OSHIP Project systems. Should Committer become aware of any such use, Committer will immediately notify the OSHIP Project Lead. Until such notice is received, Committer will be presumed to have taken all actions made through Committer's account. The OSHIP Project will have complete control and discretion over capabilities assigned to Committer's account with respect to the OSHIP Project, and may disable Committer's access for any reason at any time. Committer's name and account will be visible worldwide via the Internet.
- 3. <u>Legal Effect of Contribution:</u> Upon committing a change or new work to the OSHIP source Repository (a "Contribution"), you agree to assign, and hereby do assign, a one-half interest of all right, title and interest in and to copyright and other intellectual property rights with respect to your new and original portions of the Contribution to the OSHIP Project. You and the OSHIP Project each agree that the other shall be free to exercise any and all exclusive rights in and to this OSHIP Project Committer Agreement without accounting to one another, including without limitation, the right to license the Contribution to others under the Mozilla Public License 1.1 (MPL tri-license² as completed and defined in the file OSHIP-LICENSE.txt). This agreement shall run with title to the Contribution. The OSHIP Project does not convey to you any right, title or interest in or to the project or such portions of the Contribution that were taken from the project. Your access to the OSHIP source Repository and marks of identification within the Contribution itself constitute your authentication of intent to contribute and your assignment of the work in accordance with the provisions of this Agreement.
- 3(a) Contributions are considered anything that can or will become a part of the OSHIP Project distribution. This includes translations, documentation and source code.
- 4. License Terms. Code committed to the OSHIP source repository (Committed Code. Aka. Contribution) must be governed by the MPL or another license acceptable to both the OSHIP Project and the Open Source Initiative. Committer will verify that Committed Code contains the text of another license acceptable to both the OSHIP Project and the

¹ Signing means either using your own private key to digitally sign and optionally encrypt the completed document. Or you may physically complete, print and encrypt a scanned copy of the document and send using the public key of timothywayne.cook@gmail.com Key ID: 43A86703 Fingerprint: 3975 D423 AC29 AF43 2017 424B D931 5157 43A8 6703 found on public key servers and at http://timothywayne.cook.googlepages.com/tw cook-pubkey.txt

² http://www.mozilla.org/MPL/boilerplate-1.1/mpl-tri-license-html

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Open Source Initiative. Until the OSHIP Project Lead declares in writing a license other than the MPL, only the MPL shall be used.

- 5. <u>Representations</u>, <u>Warranty</u>, <u>and Indemnification</u>. Committer represents and warrants that the Committed Code does not violate the rights of any person or entity, and that the Committer has legal authority to enter into this Agreement and legal authority over Contributed Code. Further, Committer indemnifies the OSHIP Project against violations.
- 6. <u>Cryptography</u>. Committer understands that cryptographic code may be subject to government regulations with which the OSHIP Project and/or entities using Committed Code must comply.

Any code which contains any of the items listed below must either be checked-in to OSHIP module explicitly identified as containing cryptography, or must not be checked-in until the OSHIP Project Lead has been notified and has approved such contribution in writing.

- a) Cryptographic capabilities or features; or
- b) Calls to cryptographic features; or
- c) User interface elements which provide context relating to cryptography; or
- d) Code which may, under casual inspection, appear to be cryptographic.
- 7. <u>Notices</u>. Committer confirms that any notices required will be included in any Committed Code.

Signed:		
Date:		
Printed Name:		