

CONTRIBUTOR AGREEMENT

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1. Definitions

1.1 “Contribution” shall mean any work of authorship that is Submitted to Us in which You own the Copyright. If You do not own the Copyright in the entire work of authorship Submitted, You should follow the procedure in Section 3(d).

1.2 “Copyright” shall mean all rights protecting works of authorship, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions owned or controlled by You or Your Affiliates.

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1.5 “Media” shall mean any Contribution which is not software. Media may include video, text or images.

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1.8 “Submission Date” shall mean the date on which a Contribution is Submitted to Us.

1.10 “Work” shall mean the work or works of authorship which are software made

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2. Transfer Options

2.1 Copyright Assignment/Patent License

(a) At the time the Contribution is Submitted, You assign all right, title, and interest worldwide in all Copyrights covering the Contribution to Us; provided that this transfer is conditioned upon compliance with Section 2.1(f).

(b) To the extent any of the rights, title and interest in the Copyrights in Section 2.1(a) are not assigned by You to Us, You grant to Us a perpetual, worldwide, exclusive, royalty-free, transferable, irrevocable license under such non assigned Copyrights, with rights to sublicense through multiple tiers of sublicensees, to practice such non-assigned rights, including, but not limited to, the right to reproduce, modify, display, perform and distribute the Contribution provided that this transfer is conditioned upon compliance with Section 2.1(f).

(c) To the extent any of the rights in and to the Copyrights covering the Contribution can neither be assigned nor licensed by You to Us, You irrevocably waive and agree never to assert such rights against Us, any of our successors in interest, or any of our licensees, either direct or indirect; provided that this transfer is conditioned upon compliance with Section 2.1(f).

(d) Upon such transfer of rights to Us, to the maximum extent permitted by law for the Copyrights to the extent transferred by You under Sections 2.1(a), 2.1(b) and 2.1(c), We immediately grant to You a perpetual, worldwide, non-exclusive, royalty-free, transferable, irrevocable license under such rights covering the Contribution, with rights to sublicense through multiple tiers of sublicensees, to reproduce, modify, display, perform, and distribute the Contribution. The intention of the parties is that this license will be as broad as possible and to provide You with rights as similar as possible to the owner of the rights that You transferred. This license back is limited to the Contribution and does not provide any rights to the Work.

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(f) (Option One) As a condition on the grant of rights in Sections 2.1(a), 2.1(b) and 2.1(c), We agree to license the Contribution only under the terms of the license or licenses which We are us-

ing on the Submission Date for the Work in which the Contribution is included (including any rights to adopt any future version of a license if permitted).

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(f)(Option Four) As a condition on the grant of rights in Sections 2.1(a), 2.1(b) and 2.1(c), We agree to license the Contribution only under the terms of the license or licenses which We are using on the Submission Date for the Work in which the Contribution is included or any licenses which are recommended by the Free Software Foundation for use in GNU projects on or after the Effective Date, whether or not such licenses are subsequently disapproved (including any right to adopt any future version of a license if permitted).

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(g) In addition to the license selected above in Section 2.1(f), We may use the following additional licenses for the Media portion of the Contribution: _____ (including any right to adopt any future version of a license if permitted).

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2.4 Reservation of Rights. Any rights not expressly assigned or licensed under this section are expressly reserved by You.

3. AGREEMENT

You confirm that:

a. You have the legal authority to enter into this Agreement.

b. as provided in the definitions, You re affirm that You or Your Affiliates own the Copyrights and the Patent Claims covering the Contribution which are required to grant the rights under Section 2.

c. The grant of rights under Section 2 does not violate any grant of rights which You or Your Affiliates have made to third parties.

d. If You do not own the copyright in part or all of the Submission, You will follow the procedure set forth by Us in _____.

4. DISCLAIMER

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5. CONSEQUENTIAL DAMAGE WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. MISCELLANEOUS

6.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the _____ excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods (“UN Convention”) and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 Miscellaneous Provisions. This Agreement sets out the entire agreement between You and Us for your Contributions to Us and overrides all other agreements or understandings. Either party may assign the rights and obligations under the Agreement to any third party if the third party agrees, as a condition of the assignment, in writing to abide by the rights and obligations in the Agreement. The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future and a waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety. If any provision of this Agreement is found void and

unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

The parties agree to the terms of the Agreement and indicate such agreement as described in _____.

YOU (Legal Entity)

Name: _____

Title: _____

Address: _____

Us

Name: _____

Title: _____

Address: _____
