

CONTRIBUTOR AGREEMENT

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Submissions to one or more Works.

1.9 “You” shall mean any individual on behalf of whom a Contribution has been received by Us.

2. Transfer Options

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(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).

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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 using 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).

(f)(Option Two) 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 the following

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2.3 Our Rights. You acknowledge that We are not obligated to use your Contribution as part of the Work distributed by Us and may make the decision to include any Contribution as it believes is appropriate.

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:

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- c. The grant of rights under Section 2 does not violate any grant of rights which You have made to third parties, including your employer. If You are an employee, You have had your employer

approve this Agreement and sign this document if required by Us as described in Section 3.4(d). If You are less than eighteen years old, please have your parents or guardian sign the Agreement, if such approval is required by Us as described in Section 3.4(d).

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

EXCEPT FOR THE EXPRESS WARRANTIES IN ARTICLE 3, THE CONTRIBUTION IS PROVIDED “AS IS”. MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

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 (Individual)

Name: _____

Address: _____

Us

Name: _____

Title: _____

Address: _____
