

Q.M Technologies Ltd. and its affiliates ("QM") thank you for your interest in the QUA™ project ("Project"). You hereby accept and agree to the following terms and conditions ("Agreement") for Your present and future Contributions (as defined below) submitted to the Project or as part of. Except for the license granted herein to QM and recipients of products and services distributed by QM, You reserve all right, title, and interest in and to Your Contributions.

Definitions.

"**You**" (or "**Your**") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with QM. 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, directly or indirectly, 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 the code, documentation, or any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project (or to QM) inclusion in, or documentation of, the Project (the "**Work**"). For the purposes of this definition, "**submitted**" means any form of electronic, verbal, or written communication sent to the Project 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, the Project 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.**"

Licenses

Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to QM and recipients of products and services distributed by QM a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, sell, and distribute Your Contributions and such derivative works.

Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to QM and recipients of products and services distributed by QM 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 patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone

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

Representations

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 QM, or that your employer has executed a separate written agreement with QM.

You represent that each of Your Contributions is Your original creation (see below 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 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, agreed to in writing, or as stated in this CLA, 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.

Should You wish to submit work that is not Your original creation, You may submit it to QM 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]". QM shall have the right to determine in its discretion whether or not to use such Contribution.

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