

Contribution License Agreement

This Contribution License Agreement (“**Agreement**”) is agreed to by the party signing below (“**You**”), and conveys certain license rights to TransCelerate BioPharma, Inc. (“**TransCelerate**”) for Your submissions to TransCelerate open source projects. This Agreement is effective as of the latest signature date below.

1. Definitions

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to TransCelerate under this Agreement.

“**Project**” means any of the projects owned or managed by TransCelerate in which software is offered under a license approved by the Open Source Initiative (OSI) (www.opensource.org) and documentation offered under an OSI or a Creative Commons license (<https://creativecommons.org/licenses>).

“**Submit**” is the act of uploading, submitting, transmitting, or distributing Code or other content to any Project, including but not limited to communication by way of electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on the behalf of, the Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a submission”.

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5. Licenses



ACCELERATING THE DEVELOPMENT OF NEW MEDICINES

MAY 2022

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7. **Notice to TransCelerate.** You agree to promptly notify TransCelerate in writing of any facts or circumstances of which You later become aware that would make Your representations and warranties in this Agreement inaccurate in any respect. To do so, please send an email to ddf@transceleratebiopharmainc.com.
8. **Information about Submissions.** You agree that Submissions to Projects and information about Submissions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Submission.
9. **Governing Law/Jurisdiction.** This Agreement is governed by the laws of the State of Pennsylvania, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in Philadelphia, Pennsylvania, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of Pennsylvania. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

10. **Entire Agreement/Assignment.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by TransCelerate.

Please select one of the options below and sign as indicated.

___ The undersigned is duly authorized to execute this Agreement on Your (the company named below) behalf and to bind You to the obligations listed in this Agreement.

Company Name: _____

By: _____

Signature: _____

Title: _____

Date: _____

GitHub Login: _____

Email: _____

Address: _____

___ I am an individual entering into this Agreement in my personal capacity. I am not making Submissions in the course of work for my employer or on behalf of any other third party.

Name: _____

Signature: _____

Date: _____

GitHub Login: _____

Email: _____

Address: _____