

## OPEN SOURCE INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT

Thank you for your interest in contributing to gitc ("We" or "Us").

This contributor agreement ("Agreement") documents the rights granted by contributors to Us. The purpose of this Agreement is to clarify the scope of the intellectual property licenses that are granted by contributors through their submissions to the open-source gitc project and to confirm that We have the right to use the intellectual property contained in those submissions. Contributors must agree to be bound by terms and conditions set forth in this Agreement to make submissions to gitc. This Agreement is for Your (defined below) protection as a contributor, for the protection of Us and for the gitc users. The Agreement does not change Your rights to use Your own contributions or the intellectual property contained therein for any other purpose.

Please complete and sign then scan and email a pdf file of this agreement to [license@grantstreet.com](mailto:license@grantstreet.com). Alternatively you may send a signed copy of this agreement to:

Grant Street Group  
1800 Allegheny Building  
429 Forbes Ave  
Pittsburgh, PA 15219

### 1. Definitions

"You" or "Your" means the individual who Submits a Contribution to Us.

"Contribution" means any Submission by You to Us that includes one or more Copyrights, Patents, or Other Intellectual Property Rights.

"Copyright" means a property right in an original work of authorship fixed in any tangible medium of expression, as those terms are defined in United States law, Your home country law, or in any other country in which this Agreement may be in effect.

"Material" means the work of authorship which is made available by Us to third parties. When this Agreement covers more than one software project, the Material means the work of authorship to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material.

"Other Intellectual Property Rights" means trademarks, trade secrets, moral rights, or any other similar rights, and all other rights that may be vested therein, as defined by United States law, Your home country law, or in any other country in which this Agreement may be in effect, whether existing now or in the future.

"Patent" means the exclusive right to make, use, sell, offer to sell, export an invention, and any other right granted to an inventor or assignee thereof under United States law, Your home country law, or in any other country in which this Agreement may be in effect. The term "Patent" refers to United States patents, foreign patents, or both. The term "Patent" shall include provisional patents, non-provisional continuations, divisionals, continuations-in-part, reexaminations, reissues, extensions, and renewals thereof.

"Submit" means any form of electronic, verbal, or written communication sent to Us or our representatives, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us for the purpose of discussing and improving the Material, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

"Submission" means any information that You Submit relating to gitc.

"Submission Date" means the date on which You Submit a Contribution to Us.

"Effective Date" means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

## **2. Grant of Rights**

### **2.1 Copyright License**

(a) You retain ownership of any Copyrights in Your Contribution and have the same rights to use or license the Copyrights in the Contribution which You would have had without entering into the Agreement.

(b) To the maximum extent permitted by the relevant law, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable license under the Copyrights in the Contribution, with the right to sublicense such rights through multiple tiers of sublicensees, to reproduce, modify, display, perform and distribute the Contribution as part of the Material; provided that this license is conditioned upon compliance with Section 2.3.

### **2.2 Patent License**

For Patents, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to any Patents in Your Contribution and the Contribution in combination with the Material (and portions of such combination). This license is granted only to the extent that the exercise of the licensed rights infringes such Patents; and provided that this license is conditioned upon compliance with Section 2.3.

### **2.3 Outbound License**

As a condition on the grant of rights in Sections 2.1 and 2.2, 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 Material or any licenses which are approved by the Open Source Initiative on or after the Effective Date, including both permissive and copyleft licenses, whether or not such licenses are subsequently disapproved (including any right to adopt any future version of a license if permitted).

### **2.4 Other Intellectual Property Rights**

To the maximum extent permitted by law, You waive and agree not to assert any Other Intellectual Property Rights against Us or our successors in interest, or any of our licensees, either direct or indirect

to the extent that it is necessary to use Your Contribution in the Material under the terms of this Agreement.

## **2.5 Our Rights.**

You acknowledge that We are not obligated to use Your Contribution as part of the Material and may decide to include any Contribution We consider appropriate.

## **2.6 Reservation of Rights.**

Any rights not expressly 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) You own the Copyrights, Patents, and Other Intellectual Property Rights 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 have made to third parties, including Your employer. If You are an employee, You have had Your employer approve this Agreement or sign the Entity version of this document. If You are less than eighteen years old, please have Your parent(s) or guardian sign the Agreement.

## **4. Disclaimer**

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 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. 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 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 OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

## **6. Warranties**

You represents and warrant that the execution and delivery of this Agreement, the consummation of the transactions contemplated by this Agreement, and compliance with the provisions hereof do not and will not: (i) conflict with or violate any of the provisions of Your organizational documents in the

event that You are acting on behalf of a corporation or other similar entity; (ii) to the best of Your knowledge, violate any law, ordinance, rule, or regulation or any judgment, order, writ, injunction or decree or similar command of any court, administrative or governmental agency or other body applicable to You or Your Copyrights, Patents, or Other Intellectual Property; or (iii) to the best of Your knowledge, require the consent, authorization, or approval of, or notice to, or filing or registration with, any governmental body or authority, or any other third party.

## **7. No Indemnification**

This Agreement shall not create or otherwise imply a duty on the part of Us to indemnify You under any circumstances.

## **8. Bankruptcy**

The rights and licenses granted to Us under this Agreement are licenses to “intellectual property” rights, as defined in Section 365(n) of the United States Bankruptcy Code (11 U.S.C. § 101, *et seq.*). If You are subject to any proceeding under the United States Bankruptcy Code, and You as debtor in possession or its trustee in bankruptcy elects to reject this Agreement, We may, pursuant to 11 U.S.C. § 365(n)(1) and (2), retain any and all rights granted to Us to the maximum extent permitted by law. This provision will not be construed to limit or restrict any other right or remedy set forth in this Agreement, nor shall it be construed to limit or restrict any similar reservation of rights in bankruptcy proceeding in any other country in which this Agreement may be in effect.

## **9. Miscellaneous**

### **9.1 Governing Law**

It is understood and agreed that the construction and interpretation of this Agreement shall at all times and in all respects be governed by the substantive laws of the Commonwealth of Pennsylvania within the United States, without giving effect to the conflict of laws provisions thereof. 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.

### **9.2 No Implied Partnership**

The parties to this Agreement shall remain independent contractors, such that the Agreement shall not be construed as constituting the formation of a partnership, joint venture or agent-principal relationship or to create any other form of legal association that would impose liability upon one party for the act or failure to act of the other party.

### **9.3 Integration**

This Agreement sets out the entire agreement between You and Us for Your Contribution or Contributions to Us and overrides all other agreements or understandings.

### **9.4 Assignability of this Agreement**

If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

### **9.5 Waiver**

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. 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.

### **9.6 Severability**

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.

<b>Full Name:</b>	<b>Date:</b>
<b>Email:</b>	<b>Github account:</b>
<b>Signature:</b>	