

Contribution License Agreement

This Contribution License Agreement (“**Agreement**”) is agreed to by the party signing below (“**You**”), and conveys certain license rights to Vector 35 LLC and its affiliates (“**Vector35**”) for Your contributions to Vector35 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 Vector35 under this Agreement.

“**Project**” means any of the projects owned or managed by Vector35 and offered under a license approved by the Open Source Initiative (www.opensource.org).

“**Submit**” is the act of uploading, submitting, transmitting, or distributing code or other content to any Project, 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 that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Submission.”

“**Submission**” means the Code and any other copyrightable material Submitted by You, including any associated comments and documentation.

2. Your Submission

You must agree to the terms of this Agreement before making a Submission to any Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 4 below), Submit to any Project.

3. Originality of Work

You represent that each of Your Submissions is entirely Your original work. Should You wish to Submit materials that are not Your original work, You may Submit them separately to the Project if You (a) retain all copyright and license information that was in the materials as You received them, (b) in the description accompanying Your Submission, include the phrase “Submission containing materials of a third party:” followed by the names of the third party and any licenses or other restrictions of which You are aware, and (c) follow any other instructions in the Project’s written guidelines concerning Submissions.

4. Your Employer

References to “employer” in this Agreement include Your employer or anyone else for whom You are acting in making Your Submission, e.g. as a contractor, vendor, or agent. If Your

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Submission is made in the course of Your work for an employer or Your employer has intellectual property rights in Your Submission by contract or applicable law, You must secure permission from Your employer to make the Submission before signing this Agreement. In that case, the term “You” in this Agreement will refer to You and the employer collectively. If You change employers in the future and desire to Submit additional Submissions for the new employer, then You agree to sign a new Agreement and secure permission from the new employer before Submitting those Submissions.

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7. Notice to Vector35

You agree to notify Vector35 in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

8. Information about Submissions

You agree that contributions to Projects and information about contributions 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 Florida, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in Brevard County, Florida, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of Brevard County, Florida. 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 Vector35.

[Remainder of page intentionally left blank]

Please select one of the options below and sign as indicated. By signing, You accept and agree to the terms of this Contribution License Agreement for Your present and future Submissions to Vector35.

I have sole ownership of intellectual property rights to my Submissions and I am not making Submissions in the course of work for my employer.

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Signature: _____
Date: _____
Email: _____
Address: _____

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