

## GTIRB Contributor License Agreement

Thank you for your interest in contributing to GrammaTech, Inc.'s ("We" or "Us") GTIRB project.

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The Agreement may cover more than one software project managed by Us.

### 1. Definitions

**1.1.** "You" means, as applicable, the individual who Submits a Contribution to Us or any Legal Entity on behalf of whom a Contribution has been received by Us. "Legal Entity" means an entity which is not a natural person. "Affiliates" means other Legal Entities that control, are controlled by, or under common control with that Legal Entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

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

**1.7.** "Effective Date" means the date You execute this Agreement or the date You first Submit

a Contribution to Us, whichever is earlier.

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## **3. Agreement**

You confirm that:

(a) You have the legal authority to enter into this Agreement.

(b) You and/or Your Affiliates, if any, own the Copyright and patent claims covering the Contribution that 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 and/or Your Affiliates have made to third parties, including Your employer. If You are an employee, then You have had Your employer approve this Agreement and an authorized representative is signing this Agreement on behalf thereof. If You are less than eighteen years old, then please

have Your parents or legal guardian sign the Agreement.

#### **4. Disclaimer**

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#### **5. Damage Waiver**

IN NO CASE SHALL GRAMMATECH, ITS SUPPLIERS, OR ITS LICENSORS BE LIABLE TO YOU, YOUR EMPLOYER, OR TO ANY THIRD-PARTY FOR DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO PUNITIVE, SPECIAL, CONSEQUENTIAL, INDIRECT OR SIMILAR DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY LOST PROFITS OR LOST DATA, ARISING FROM OF OR RELATED TO THIS AGREEMENT, EVEN IF GRAMMATECH OR ANYONE ELSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM OR DAMAGES, INCLUDING BUT NOT LIMITED TO IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, OR STRICT LIABILITY, OR FOR ANY CLAIM BY ANY OTHER PARTY, INCLUDING THIRD-PARTIES.

#### **6. Miscellaneous**

**6.1. Applicable Law/Venue.** The validity, construction, and performance of this Software License will be governed by the law of the State of New York, as if this license were executed in, and to be fully performed within, the State of New York, and without regard to its principles of conflicts of laws. The parties expressly agree that the Uniform Commercial Code (UCC), the United Nations Convention on Contracts for the International Sale of Goods (UNCISG), and the Uniform Computer Information Transactions Act (UCITA), including any version of UCITA adopted by a state, shall not apply. Any legal action or proceeding arising from and/or related to this Software License shall be brought exclusively in the federal and/or state court of New York. You and GrammaTech expressly consent to the personal jurisdiction and exclusive venue therein.

**6.2.** Any notice required or permitted to be given under this Agreement shall be sent to the address of the other party as set forth herein or to such address as a party may designate by written notice. The notice will be deemed received (a) upon delivery by hand or electronic mail, (b) three (3) days after mailing the notice by registered or certified mail with return receipt requested, or (c) by the date the notice was delivered via overnight courier service requiring signature upon receipt.

**6.3.** This Agreement, including the recitals contained herein, sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or

understandings related to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

**6.4.** If You assign 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. GrammaTech may assign this Agreement at its sole discretion.

**6.5.** The waiver by either party of any provision of this Agreement must be in writing signed by the waiving party and shall not operate or be construed as a waiver of any other term or breach, prior, contemporaneous, or subsequent thereto, of the same or a different kind. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

**6.6.** 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.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

GrammaTech, Inc.

YOU:

Address: 531 Esty Street  
Ithaca, NY 14850

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: CLA@grammatech.com

Email: \_\_\_\_\_

By: \_\_\_\_\_  
(signature of authorized  
representative)

By: \_\_\_\_\_  
(signature of individual contributor or  
authorized representative)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_