



Contributor License Agreement

A Contributor License Agreement (an “Agreement”) is required to establish and define the intellectual property rights granted in connection with Contributions (defined below) from any person or entity to Artifex Software, Inc., a California corporation having a principal place of business at 39 Mesa Street, Suite 108A, San Francisco, CA 94129 (“Artifex”), for inclusion in any of the software products owned or managed by Artifex (the “Work”). By executing this Agreement, you accept and agree to the following terms and conditions for any current or future Contributions submitted to Artifex.

1. Definitions:

- a. “Contribution” shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally Transmitted by You to Artifex for inclusion in the Work.
- b. “Transmitted” shall mean any form of electronic, verbal, or written communication sent to Artifex or its representatives for the purpose of discussing and improving the Work, but excluding communications that are conspicuously marked or otherwise designated in writing by You as “Not a Contribution”.
- c. “You” (or “Your”) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Artifex. 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. Such references to “control” shall mean (i) the power, direct or indirect, to cause the direction or management of an entity, whether by contract or otherwise; or (ii) ownership of fifty percent (50%) or more of the outstanding shares; or (iii) beneficial ownership of an entity.

2. Grant of Copyright License. You hereby grant to Artifex a world-wide, transferable, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sublicenseable (to multiple tiers) copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute Your Contributions and such derivative works.

3. Grant of Patent License. You further grant to Artifex a world-wide, transferable, perpetual, irrevocable, royalty-free, fully paid-up, non-exclusive, sublicenseable (to multiple tiers) license, subject to third party intellectual property claims, under claims of patents now or hereafter owned or controlled by You, to make, use, sell, offer for sale, import, have made, and/or otherwise dispose of the Work or derivative works or portions thereof, but solely to the extent that any such claim is necessary to enable Artifex and its sublicensees to make, use, sell, offer for sale, import, have made, and/or otherwise dispose of Your Contributions alone (or derivative works or portions thereof) or combinations of Your Contributions (or derivative works or portions thereof) with the Work to which such Contributions were Transmitted.

4. Except for the licenses granted herein to Artifex, You reserve all right, title and interest in and to Your Contributions. But, notwithstanding the foregoing, You acknowledge and agree that Artifex will be under no obligation, whether express or implied, to retain, or include in the Work, any copyright notice for, or other form of attribution with respect to, Your Contribution.

5. You hereby represent and warrant that Your Contributions are original and that You are the author of Your Contributions. You represent and warrant that You have the power and authority to grant the copyright and patent licenses described herein. Without limiting the foregoing, if Your employer(s) has rights to intellectual property that You create that includes Your Contribution, You represent and warrant that you have received permission to make Contributions on behalf of that employer and that your employer has waived such rights for your Contributions to Artifex. OTHER THAN THESE EXPRESS WARRANTIES AND REPRESENTATIONS, THE COPYRIGHT AND PATENT LICENSES GRANTED HEREIN ARE ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT YOUR CONTRIBUTIONS ARE FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

6. You agree to cooperate fully with Artifex, to take such actions, to execute such further instruments, documents and agreements, and to give such further written assurances, as may be reasonably requested by Artifex to carry into effect the intents and purposes of this Agreement.

7. This Agreement shall be governed by and construed in accordance with the internal laws of the State of California without regard to its principles of conflicts of law. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, personal representatives and assigns. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

8. This Agreement is effective as of the date you electronically sign it using DocuSign or with a Github CLA assistant. Please review the above Agreement in its entirety. Once you have done so, electronically sign the Agreement using DocuSign or with a Github CLA assistant. Additionally, you may choose to send an original signed Agreement by mail to: Artifex Software, Inc. 39 Mesa Street, Suite 108A, San Francisco, CA 94129. Alternatively, you can email a scanned PDF or electronically executed Agreement to: elina.kang@artifex.com.

Date: _____ Signature: _____

Full name:

E-Mail:

Mailing Address:

Telephone:

Country: