

ALLSEEN ALLIANCE CONTRIBUTION AGREEMENT

Thank you for Your interest in the AllSeen Alliance, Inc., a Delaware corporation (the “**Alliance**”). This AllSeen Alliance Contribution Agreement (the “**Agreement**”) sets forth the terms and conditions under which You, i.e., the individual or Entity listed below, may at Your discretion submit a Contribution to the Alliance for its use in connection with Alliance projects. We appreciate Your participation with Alliance projects and desire that You understand what rights exist with respect to those Contributions which you choose to submit under this Agreement.

To make a Contribution, please complete, sign and send electronically this Agreement to the Alliance at membership@allseenalliance.org. Please read this Agreement carefully before signing it. Also, please ensure that You keep a copy of this Agreement for Your records.

Please check the box below that applies to Contributions that You will make to the Alliance. Please select one (but not both) of the following boxes. The individual contributor box applies to an individual contributor of a Contribution. The entity contributor box applies to a partnership, limited liability company, not-for-profit company or association, corporation or other legal entity recognized under applicable law (an “**Entity**”) which desires to have a list of designated Entity employees on file that such Entity authorizes to provide a Contribution for such Entity.

Individual Contributor

Name: _____

Address: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

Please sign: _____ Date: _____

Entity Contributor

Entity Name: _____

Entity Address: _____

Point of Contact: _____

Title: _____

E-Mail: _____

Telephone: _____

Facsimile: _____

Please sign: _____ Date: _____

List Your Designated Entity Employees on Schedule A.

You hereby accept and agree to the following terms and conditions for Contributions that are submitted by or for You to the Alliance.

1. Definitions.

"You" (or **"Your"**) shall mean the copyright owner of a Contribution made to the Alliance.

"Contribution" shall mean Your original work of authorship, including any modifications, abridgements, adaptations, translations and/or additions to a preexisting original work(s) of authorship (to the extent comprising an original work of authorship), that is submitted by You to the Alliance for inclusion in, or documentation of, any of the products managed by the Alliance. For the purpose of this definition, the term **"submitted"** means the delivery or transmission of any form of electronic and/or written communication to the Alliance that is expressly identified by You or Your authorized representative for inclusion in any Alliance project, including but not limited to those electronic or written communications delivered or transmitted through electronic mailing lists, source code control systems and issue tracking systems managed by or for the Alliance for the purpose of discussing and improving an Alliance project and which are expressly identified by You or Your authorized representative for inclusion in an Alliance project.

2. Copyright Assignment or Copyright License. At Your option, please select one (but not both) of the following boxes:

Copyright Assignment. You hereby assign (or caused to be assigned) to the Alliance all copyright rights and copyright interests in and to Your Contributions. Such assignment is made expressly subject to any pre-existing non-exclusive licenses or other non-exclusive rights that You have granted with respect to any such Contribution. In addition, this copyright assignment is subject to the Alliance granting a copyright grant-back license as set forth below.

- **Copyright Grant-Back License.** The Alliance hereby grants to You a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable and transferable copyright license to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later discovered, and/or otherwise fully exploit Your Contribution and any derivative works thereof or modifications created thereto for any purpose or use.

Copyright License. You hereby grant to the Alliance, a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, sublicensable and transferable copyright license to use, copy, prepare derivative works of, modify, distribute directly or indirectly through multiple tiers, publicly perform and publicly display by all means now known or later developed, and/or to otherwise fully exploit Your Contribution and any derivative works thereof or modifications created thereto pursuant to an open source software license that has been approved by the Alliance in accordance with the By-Laws of the Alliance for use within Alliance projects.

Except as provided in this Section 2, You do not assign or grant to the Alliance by virtue of this Agreement any rights or licenses, whether express, implied, statutory or otherwise.

3. Representations. With respect to Your Contribution,

- **You are able to Assign or Grant Copyright Rights to the Alliance.** You represent that You are legally entitled to make the above copyright assignment and/or copyright license grant. You further represent that each employee of the Entity that is listed on Schedule A (or in a subsequent written modification made by You to that Schedule A) is authorized to submit a Contribution on Your behalf.
- **Your Contribution is Subject to the Developer Certificate of Origin Statement.** You represent and certify that the origin of Your Contributions subject to the Copyright License provided for in Section 2 above, will be accurately represented by the Developer's Certificate of Origin set forth in Schedule D to this Agreement that is submitted to the Alliance with such Contribution. As an exception to the foregoing,

with respect to any Contribution that is subject to the Copyright Assignment provided for in Section 2 above, You agree that the Alliance, as assignee of such copyrights and copyright interests, may certify on your behalf that such Contribution was created in whole or in part by You and that the Alliance has the right to submit the Alliance-owned Contribution under any open source software license that has been approved by the Alliance.

- **Notification of Changes.** You agree to notify the Alliance of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

OTHER THAN AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 3, EACH CONTRIBUTION IS PROVIDED "AS-IS" AND WITH NO WARRANTY, AND YOU HEREBY DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR ARISING OR RESULTING FROM A COURSE OF DEALING OR USAGE.

4. **Alliance Project Designation Request.** You may request in Schedule C, which Alliance Project(s) that you may desire for the Contributions provided by You under this Agreement to be used; however, such a request and designation is not binding on the Alliance and also subject to the limitations in Section 5.
5. **The Alliance determines whether a Contribution will be used on Alliance Projects.** You understand that the decision to include a Contribution in any product or source repository for an Alliance project is entirely that of the Alliance, and this agreement does not guarantee that any assignment or license to a Contribution will be accepted by the Alliance or if any Contribution will be included in any product, the Alliance Project you designate in Schedule C, or otherwise used in connection with any Alliance project. If the Alliance accepts assignment or license to a Contribution from You, the Alliance will acknowledge such acceptance by sending a copy of this Agreement, duly executed by the Alliance, to You.
6. **Submitting a Third Party Work of Authorship.** Should You wish to submit a third party pre-existing work of authorship that (i) is subject to a license granted to You under which You can provide rights to the Alliance to use and distribute such work of authorship and (ii) is not Your original work of authorship, You may submit such work of authorship to the Alliance and, to the extent as reasonably achievable by You, you shall submit such work of authorship separately and independently from Your Contributions for the Alliance's review and consideration; provided, however, that You (a) give complete details of its source of creation and receipt, including, without limitation, identifying the then-current copyright holder of such pre-existing work of authorship, (b) provide relevant terms of any licenses granted to You that apply to such work of authorship and which permit its use and distribution by the Alliance, (c) provide complete details on any other restrictions or limitations on its use and distribution by the Alliance of which you are personally aware, and (d) conspicuously mark such work of authorship in a legible manner with the following notation, "**This Work Contains a Third Party Work Submitted by: [your name or Entity here].**"
7. **Copyright Notices.** You must provide the Alliance in Schedule B of this Agreement with clear guidance as to any copyright notices which must be included by the Alliance in any Contributions distributed by the Alliance that you either license or assign to the Alliance under this Agreement. Notwithstanding the above, in the case of an assignment to the Alliance under this Agreement, you may, at your option, inform the Alliance on Schedule C that you choose not to have any other copyright notices included by the Alliance in any Contributions distributed by the Alliance.
8. **Change of Employees Designated to Work on Alliance Project.** It is Your responsibility to notify the Alliance of changes made to the list of designated employees on Schedule A that are authorized to submit Contributions for the Entity.
9. **Changes to this Agreement.** No modification, variation or amendment of this Agreement shall be effective unless it has been approved by the Alliance in accordance with its By-Laws and is made in a writing that is signed by You and the Alliance. However, the Alliance reserves the right to select the use of a new

Contribution Agreement with different or other terms to govern future Contributions that You may choose to submit to the Alliance. If the Alliance desires to use such new Contribution Agreement for Your Contributions, the terms of such new Contribution Agreement shall not apply unless You and the Alliance have expressly agreed in writing to the terms therein.

10. **Entire Agreement.** With respect to the Contributions you make to the Alliance pursuant to this Agreement, this Agreement constitutes the sole and entire agreement between You and the Alliance regarding such Contributions, and supersedes all prior agreements and understandings (whether oral and written), between You and the Alliance, with respect to such Contributions you make to the Alliance pursuant to this Agreement.
11. **Governing Law.** This Agreement shall be construed, governed and controlled by the laws of the State of California, determined without reference or regard to any conflicts of law principles that would result in the application of the laws of a different state. Any dispute, claim or controversy arising out of, resulting from or relating to this Agreement shall be adjudicated only by a court of competent jurisdiction that is located in the the State of California, United States of America, and You hereby irrevocably consent to such jurisdiction.
12. **Severability.** If any provision of this Agreement is determined to be illegal, invalid or unenforceable, then to the extent necessary to make such provision and/or this Agreement legal or otherwise enforceable, such provision shall be limited, construed or deleted from this Agreement and the remaining provisions shall survive and remain in full force and effect.
13. **Waiver.** The failure of the Alliance to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver or other impairment of rights or any other provision herein.
14. **Headings.** The section headings in this Agreement are inserted as a matter of convenience and shall not define, limit, construe or describe the scope or extent of a section or affect the Agreement.
15. **Counterparts.** This Agreement may be executed in two counterparts, each of which will be considered an original and all of which together will constitute one and the same instrument.
16. **Notice of Export Control Law.** Cryptographic software is subject to the US government export control and economic sanctions laws (“US export laws”) including the US Department of Commerce Bureau of Industry and Security’s (“BIS”) Export Administration Regulations (“EAR”, 15 CFR 730 et seq., <http://www.bis.doc.gov/>). By You making a Contribution or other submission of software or technology related to encryption to the Alliance and/or inclusion on the Alliance web site, You may also be subject to US export laws, including the requirements of license exception TSU in accordance with part 740.13(e) of the EAR. It is Your responsibility to ensure compliance with US export laws when making a Contribution or other submission of software and technology to the Forum. Software and/or technical data subject to the US export laws may *not* be directly or indirectly exported, re-exported, transferred, or released (“exported”) to then-current US embargoed or sanctioned destinations. US export laws prohibit the acceptance of contributions from nationals of embargoed and sanctioned countries. In addition, software and/or technical data may *not* be exported to an entity barred by the US government from participating in export activities. Denied persons or entities include those listed on BIS’s Denied Persons and Entities Lists, and the US Department of Treasury's Office of Foreign Assets Control’s Specially Designated Nationals List. The country in which you currently are located may have restrictions on the import, possession, use or re-export of encryption software. You are responsible for compliance with the laws where You are located.
17. **Signatures.** This Agreement shall not be effective unless and until it has been executed by or for each of You and the Alliance.

IN WITNESS WHEREOF, the AllSeen Alliance and You have executed this Agreement through each of their duly authorized representatives.

AllSeen Alliance, Inc.:

By: _____

Name: _____

Title: _____

Date: _____

You:

By: _____

Name: _____

Title: _____

Date: _____

Schedule A

List of Designated Entity Employees

[List of Your Designated Entity Employees here.]

Schedule B

Copyright Notices

[Please place copyright notice that You require on Contributions made by You under this Agreement.]

Schedule C

Alliance Project Designation Request

[Please designate which Alliance project(s) that You may desire for this Contribution be used.]

Schedule D

DCO (Developer's Certificate of Origin) and Signed-off-by Process

Developer's Certificate of Origin 1.1

By making a contribution to this project, I certify that:

- (a) The contribution was created in whole or in part by me and I have the right to submit it under the open source license indicated in the file; or
- (b) The contribution is based upon previous work that, to the best of my knowledge, is covered under an appropriate open source license and I have the right under that license to submit that work with modifications, whether created in whole or in part by me, under the same open source license (unless I am permitted to submit under a different license), as indicated in the file; or
- (c) The contribution was provided directly to me by some other person who certified (a), (b) or (c) and I have not modified it.
- (d) I understand and agree that this project and the contribution are public and that a record of the contribution (including all personal information I submit with it, including my sign-off) is maintained indefinitely and may be redistributed consistent with this project or the open source license(s) involved.

then you just add a line saying

Signed-off-by: Random J Developer <random@developer.example.org>