IAB Tech Lab Open Source Initiative Contributor License Agreement

PLEASE NOTE: To the extent you are making a contribution on behalf of an organization or entity as part of a Tech Lab working group, the IPR shall govern such contribution and render the terms of this agreement inapplicable. In such circumstances, you do not need to complete this form. Please e-mail support@iabtechlab.com with your organization's information to receive access credentials in order to make such contributions.

Full name:	("You" and "Your" where applicable)
Postal Address:	
Country:	
Telephone:	
E-Mail:	

Thank you for your interest in participating in the Open Source Initiative projects of the IAB Technology Laboratory ("Tech Lab"). In order to clarify the intellectual property license granted with Contributions from any person or entity, Tech Lab must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of Tech Lab and its members; it does not change your rights to use your own Contributions for any other purpose. If you have not already done so, please complete and sign, then scan and e-mail a pdf file of this Agreement to support@iabtechlab.com. Please read this document carefully before signing and keep a copy for your records.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Tech Lab. In return, Tech Lab shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to Tech Lab and recipients of software distributed by Tech Lab, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner that is making this Agreement with Tech Lab. "Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is submitted by You to Tech Lab for inclusion in, or documentation of, any of the products owned or managed by Tech Lab (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Tech Lab or its representatives, 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, Tech Lab for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to Tech Lab and to recipients of software distributed or otherwise made available by Tech Lab a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to Tech Lab and to recipients of software distributed by Tech Lab a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. Warranties.

- (a) You represent that you are legally entitled to grant the above license. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to Tech Lab, or that your employer has executed a separate agreement with Tech Lab providing for the grant of the applicable rights to your Contribution, this may include, without limitation, your employer's assent to the <u>Tech Lab Technology Laboratory Intellectual Property Rights Policy</u>.
- (b) You represent that each of Your Contributions is Your original creation. You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

5. No Support Required; Disclaimer.

You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

6. <u>Notification</u>. You agree to notify Tech Lab of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect via e-mail to support@iabtechlab.com