# Dreamwidth Studios, LLC Individual Contributor License Agreement

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Please complete and send a signed signature page of the Agreement to us by mail at Dreamwidth Studios, LLC, PO Box 39608, Baltimore, MD, 21212. You can also provide a high-quality scan or digital photograph of the signature page via email attachment to denise@dwscoalition.org. If you are unable to send an Agreement through either method, please contact us to make alternate arrangements.

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 past, present, and future Contributions submitted to us. In return, we will use your Contributions to further the publicly-stated goals and ideals of the Project. Except for the license you grant by signing this Agreement, you reserve all right, title, and interest in and to your Contributions.

The section titles in this Agreement are for convenience only, and have no legal or contractual effect.

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"You" (or "your") shall mean the copyright or intellectual property owner, or the legal entity authorized by the copyright or intellectual property owner, that is making this Agreement with us. 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. For the purposes of this definition, "control" means: (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that you intentionally submit to us for the purpose of inclusion in any of the products or projects owned or managed by us. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written

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You represent that each of your Contributions is your original creation, unless otherwise noted. You represent that your Contributions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are aware and that are associated with any part of your Contributions.

### 6. No Expectation of Support or Fitness

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

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If you are submitting a Contribution that is not your original creation, you may submit it separately from any other Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware and that the Contribution is subject to. You must conspicuously mark the work as "Submitted on behalf of a third party: [name]."

# 8. Notification of Change

You agree to notify us of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

#### 9. Selection of Jurisdiction

Except to the extent that applicable law provides otherwise, the terms of this Agreement will be governed by the laws of the State of Maryland, USA. You agree to submit to the jurisdiction of state and federal courts located in Baltimore City, Maryland, USA for any disputes arising out of or relating to your acceptance of this Agreement.

If any part of this Agreement is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof.

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