

Contribution License Agreement

This Contribution License Agreement (“Agreement”) is agreed to by the party signing below (“You”), and conveys certain license rights to Pixelgen Technologies AB and its affiliates (“Pixelgen”) for Your contributions to Pixelgen open source projects. This Agreement is effective as of the latest signature date below.

1. Definitions.

“Code” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to Pixelgen under this Agreement.

“Project” means any of the projects owned or managed by Pixelgen in which software is offered under a license approved by the Open Source Initiative (OSI) (www.opensource.org) and documentation offered under an OSI or a Creative Commons license (<https://creativecommons.org/licenses>).

“Submit” is the act of uploading, submitting, transmitting, or distributing code or other content to any Project, 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, the Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Submission.”

“Submission” means the Code and any other copyrightable material Submitted by You, including any associated comments and documentation.

2. Your Submission. You must agree to the terms of this Agreement before making a Submission to any Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 4 below), Submit to any Project.

3. Originality of Work. You represent that each of Your Submissions is entirely Your original work. Should You wish to Submit materials that are not Your original work, You may Submit them separately to the Project if You (a) retain all copyright and license information that was in the materials as You received them, (b) in the description accompanying Your Submission, include the phrase “Submission containing materials of a third party:” followed by the names of

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4. Your Employer. References to "employer" in this Agreement include Your employer or anyone else for whom You are acting in making Your Submission, e.g. as a contractor, vendor, or agent. If Your Submission is made in the course of Your work for an employer or Your employer has intellectual property rights in Your Submission by contract or applicable law, You must secure permission from Your employer to make the Submission before signing this Agreement. In that case, the term "You" in this Agreement will refer to You and the employer collectively. If You change employers in the future and desire to Submit additional Submissions for the new employer, then You agree to sign a new Agreement and secure permission from the new employer before Submitting those Submissions.

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6. Representations and Warranties. You represent that You are legally entitled to grant the above licenses. You represent that each of Your Submissions is entirely Your original work

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You are not expected to provide support for Your Submission, unless You choose to do so. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN SECTIONS 3, 4, AND 6, THE SUBMISSION PROVIDED UNDER THIS AGREEMENT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. Notice to Pixelgen. You agree to notify Pixelgen in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

8. Information about Submissions. You agree that contributions to Projects and information about contributions may be maintained indefinitely and disclosed publicly, including Your name and other information that You submit with Your Submission.

9. Governing Law/Jurisdiction. This Agreement shall be governed, construed, and interpreted in accordance with the laws of Sweden, without regard to its conflict of laws principles. The exclusive jurisdiction lies in the competent courts of the city of Stockholm, Sweden. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens.

10. Entire Agreement/Assignment. This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by Pixelgen.