

Posit Corporate Contributor Agreement

This document allows an entity (the "Corporation", "you", or "your") and its designated employees (together with the Corporation, the "Contributors") to submit Contributions to Posit and specifies the terms associated with those Contributions. Posit will not consider submissions of code without having a copy of this Agreement on file executed by a signatory having authority to bind the Corporation as described below. If you have not already done so, please have someone with signatory power review this form and sign it at the bottom, and then scan and e-mail a PDF copy of the signed form to contribute@posit.co.

Please read this agreement carefully before signing it, and keep a copy for your files. By your signature below, you agree that:

1. The term "Software" refers to all computer programs distributed by Posit or its successors or assigns (including, without limitation, all source code, object code, and user interfaces and related documentation).
2. The term "Contributions" means any modifications or enhancements to the Software that is developed and submitted to Posit by the Contributors.
3. The Contributors hereby assign to Posit with full title guarantee all copyright now or in the future subsisting in any part of the world in any Contributions. To the extent that this assignment is for any reason ineffective, the Contributors grant to Posit a world-wide, non-exclusive, royalty-free and perpetual license to use, copy, modify, communicate and make available to the public (including without limitation via the Internet) and distribute, in each case in an original or modified form, the Contributions.
4. In turn, Posit grants to the Corporation a world-wide, non-exclusive, royalty-free and perpetual right to use, copy, modify, communicate and make available to the public (including without limitation via the Internet) and distribute, in each case in an original or modified form, the Contributions.
5. The Contributors will execute any documents and perform any acts at Posit's expense that Posit requests from time to time to enable Posit to protect, perfect, enforce or enjoy its rights under this agreement.
6. Posit will ordinarily make the Contributions available to the public under a license approved by the Open Source Initiative. Posit may also, in its discretion, make the Contributions available to the public under other license terms.
7. The Contributors will not assert or enforce any patent against (a) Posit (b) anyone who received the Software, the Contributions, or both from Posit, or (c) anyone who received the Software, the Contributions, or both under a license approved by the Open Source Initiative, to the extent that such infringement is the result of the Software, the Contributions, or both.
8. The Contributors will promptly notify Posit of any issued patent or published patent application or other intellectual property right which may be infringed by the Software, the Contributions, or both.
9. Each employee that you have designated on Schedule A below or in any amendment thereto is authorized to submit Contributions on behalf of the Corporation subject to

the terms and conditions herein. You will update Schedule A and the designated contact as needed to keep those items accurate and complete. To the extent that you remove employees from Schedule A, their obligations to Posit shall survive to the extent they concern the time when they were designated by you as Contributors.

10. To the best of the Contributors' knowledge, the Contributors have the legal right to enter into this agreement and the Contributors have not infringed any third party's intellectual property rights in creating and assigning the Contributions to Posit.

11. The Contributors' Contributions are provided "as is", with no warranty as to their quality, merchantability, or fitness for a particular purpose.

12. This agreement is governed by the laws of the Commonwealth of Massachusetts, without the application of its principles on the conflict of laws, and the parties hereto submit to the exclusive jurisdiction of the federal and state courts of Massachusetts over any claim or matter arising under or in connection with this agreement.

Corporation name: _____

Business address: _____

Country: _____

Signatory name: _____

Signatory title: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Signature: _____ Date: _____

Schedule A - Employees Approved to Contribute on Behalf of Company

1. _____
2. _____
3. _____
4. _____
5. _____