

Cognitect Contributor Agreement

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◦ you agree that each of us can do all things in relation to your contribution as if each of us were the sole owners, and if one of us makes a derivative work of your contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;

◦ you agree that you will not assert any moral rights in your contribution against us, our licensees or transferees;

◦ you agree that we may register a copyright in your contribution and exercise all ownership rights associated with it; and

◦ you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.
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◦ make, have made, use, sell, offer to sell, import, and otherwise transfer your contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which your contribution was submitted, and

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5. You covenant, represent, warrant and agree that:

◦ each contribution that you submit is and shall be an original work of authorship and you can legally grant the rights set out in this CCA;

◦ to the best of your knowledge, each contribution will not violate any third party’s copyrights, trademarks, patents, or other intellectual property rights; and

◦ each contribution shall be in compliance with U.S. export control laws and other applicable export and import laws.

You agree to notify us if you become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. Cognitect may publicly disclose your participation in the project, including the fact that you have signed the CCA.

6. This CCA is governed by the laws of the State of California and applicable U.S. Federal law. Any choice of law rules will not apply.
7. Please place an “x” on one of the applicable statement below. Please do NOT mark both statements:

I am signing on behalf of myself as an individual and no other person or entity, including my employer, has or will have rights with respect my contributions.

I am signing on behalf of my employer or a legal entity and I have the actual authority to contractually bind that entity.

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Cognitect Contributor Agreement – version <%= VERSION %> - a modified version of Oracle Contributor Agreement – version 1.7.1, substituting:

- “Cognitect” for “Oracle”
- “Cognitect, Inc.” for “Oracle International Corporation”
- “CCA” for “OCA”



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