

Standard Contributor Agreement

This Standard Contributor Agreement (“Agreement”) applies to any contribution You make to a Demand Peripherals, Inc. (“DPI”) product, and sets out the intellectual property rights You grant to DPI in the contribution. If You agree to be bound by these Agreement terms, complete the form below and provide Your signature where indicated.

1. The term “You” or “Your” shall mean the person or entity, as applicable, identified below.
2. The term “contribution” means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by You pursuant to this Agreement.
3. With respect to any worldwide copyrights, or copyright applications and registrations, in Your contribution: i) You hereby assign to DPI ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, You hereby grant to DPI a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at DPI’s option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements; ii) You agree that You will not assert any moral rights in Your contribution against DPI, its licensees or transferees; iii) You agree that DPI may register a copyright in Your contribution and exercise all ownership rights associated with it; and iv) You agree that DPI has no duty to consult with or obtain the consent of You for any use or distribution of Your contribution.
4. With respect to patents You own related to Your contribution, that can be licensed without payment to any third party, You hereby grant to DPI a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to: i) 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 ii) at our option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.
5. The rights You grant to DPI under this Agreement and all other terms and conditions are effective on the date you submit the contribution and a signed Agreement to DPI.
6. You covenant, represent, warrant and agree that: i) 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 Agreement; ii) to the best of Your knowledge, each contribution will not violate any third party's copyrights, trademarks, patents, or other intellectual property rights; and iii) 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 that would make any of the foregoing representations inaccurate in any respect.
7. This Agreement shall be construed and interpreted in accordance with the laws of the State of California and controlling United States federal law, excluding its conflicts of law provisions.
8. Place an “x” on ONLY ONE of the applicable statements below and email the completed form to info@demandperipherals.com.

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

Your Name:	
Company or Entity Name:	
Your Title or Role (if applicable):	
Your Business Address:	
Your Email:	
Your Signature:	