

Commercial Contributor Agreement

This Commercial Contributor Agreement ("Agreement") applies to any contributed product, and sets out the intellectual property rights You grant to Demand Peripherals, Inc. ("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 "contributed product" or "contribution" means any complete Verilog peripheral or significant portion thereof, and related specifications, manuals, documentation, or any other material submitted by You pursuant to this Agreement, and accepted by DPI.
3. "FPGA binary image" shall mean any compilation of FPGA source made by DPI that incorporates Your contributed product, and that is subject to a commercial license sold by DPI.
4. 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.
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6. The rights You grant to DPI under this Agreement and all other terms and conditions are effective on the date DPI accepts Your contribution.
7. 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.
8. 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.

9. If at any time during the period two years following the date Your contribution was accepted, and upon DPI's first use of the contribution in an FPGA binary image licensed for commercial use, DPI will pay You a one-time fee of US\$2,000.00 (two thousand dollars and 0/100) within thirty days after receipt of payment for such commercial license.

10. Place an "x" on ONLY ONE of the applicable statements below:

___ 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 Phone:	
Your Email:	
Peripheral (contribution) Name:	
Your Signature:	
Date Signed:	
Accepted By DPI Signature:	
Date of DPI Acceptance:	