Wire Contributor Agreement

This Wire Contributor Agreement ("WCA") applies to any contribution that you make to any product or project managed by us (the "project"), and sets out the intellectual property rights you grant to us in the contributed materials. The terms "us" or "Wire" shall mean Wire Swiss GmbH. The term "you" shall mean the person or entity identified below. If you agree to be bound by these terms, fill in the information requested below and click "I Agree" where indicated below. Read this agreement carefully before clicking to agree. These terms and conditions constitute a binding legal agreement.

- 1. The term 'contribution' or 'contributed materials' means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to the project.
- 2. With respect to any worldwide copyrights, any associated partial rights or copyright applications and registrations, in your contribution:
 - you hereby assign to us all ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to us a perpetual, irrevocable, exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
 - you agree that each of us can do all things in relation to your contribution as if Wire were the sole owner, and if Wire makes a derivative work of your contribution, Wire 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 expressly agree not to be named in the publication of the work or derivative work and that the work or derivative may be published for the first time and thereafter under the copyright designation determined solely by us.
 - you agree that Wire may register a copyright in your contribution and exercise all ownership rights associated with it; and
 - you agree that Wire is not obligated to consult with, obtain consents from, pay you or any third party, or account to you or any third party for the use or distribution of your contribution.
- 3. With respect to any patents you own, or that you can license without payment to any third party, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:
 - 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
 - at our option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.
- 4. Except as set out above, you keep all right, title, and interest in your contribution. The rights that you grant to us under these terms are effective on the date you first submitted a contribution to us, even if your submission took place before the date you agree to these terms. Any contribution we make available under any license will also be made available under a suitable FSF (Free Software Foundation) or OSI (Open Source Initiative) approved license.
- 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 WCA;
 - 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 any applicable export and import laws.
- 6. You agree to notify us if you become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. Wire may publicly disclose your participation in the project, including the fact that you have agreed to the WCA.
- 7. You acknowledge and agree that broader or more extensive grants or assignments of rights to contributions that may be provided for in any other agreement between you and Wire (e.g., consulting agreement, employment agreement) shall take precedence over this WCA.
- 8. This WCA is governed by the laws of Switzerland, without reference to its conflicts of law provisions. For all disputes arising out of or in connection with this WCA, the courts at the registered office of Wire Swiss GmbH shall have exclusive jurisdiction.
- 9. You acknowledge and agree that by clicking on the "I Agree" button, you are entering into a legally binding contract. You hereby agree to the use of electronic communication in order to enter into contracts and create other records and to the electronic delivery of notices, policies and records of transactions initiated or completed with Wire.

Wire Contributor Agreement – version 1.2

This document is licensed under a Creative Commons Attribution-Share Alike 3.0 Unported License: http://creativecommons.org/licenses/by-sa/3.0/