Posit Software Individual Contributor Agreement

Posit Software will not consider your submissions of code without having a copy of this Agreement that you have signed on file. If you have not already done so, please review this form and sign it at the bottom, and then scan and e-mail a PDF copy of the signed form to jj@posit.co.

Please read this agreement carefully before you sign 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 Software 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 you develop and submit to Posit Software.
- 3. You hereby assign to Posit Software 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, you grant to Posit Software 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 Software grants to you 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. You will execute any documents and perform any acts at Posit Software's expense that Posit Software requests from time to time to enable Posit Software to protect, perfect, enforce or enjoy its rights under this agreement.
- 6. Posit Software will ordinarily make the Contributions available to the public under a license approved by the Open Source Initiative. Posit Software may also, in its discretion, make the Contributions available to the public under other license terms.
- 7. You will not assert or enforce any patent against (a) Posit Software (b) anyone who received the Software, the Contributions, or both from Posit Software, 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. You will promptly notify Posit Software 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. Your creation of the Contributions and your execution of this agreement does not put you in breach of your agreement with your employer or any other agreement to which you are a party.
- 10. To the best of your knowledge, you have the legal right to enter into this agreement and you have not infringed any third party's intellectual property rights in creating and assigning the Contributions to Posit Software.
- 11. Your 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

Full name:					
Mailing Address:					
Country:					
Telephone:					
Facsimile:					
E-Mail:					

 Signature:

Date:

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.