

Joget

Modernizing Application Development and Workflow Automation

CONTRIBUTOR ASSIGNMENT AGREEMENT (ENTITY)

JOGET Contributor Assignment Agreement

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"Affiliate" means any Legal Entity that controls, is controlled by, or is under common control with another Legal Entity. For the purposes of this definition, "control" means: (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise; (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such Legal Entity; or (iii) beneficial ownership of such entity.

"Contribution" means any invention, idea, concept, design, method, process, software (including software code), work of authorship, or other material that is Submitted by You to Us.

"Effective Date" means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

"Intellectual Property Rights" means any and all proprietary rights recognized in any jurisdiction in the world, including: (i) rights associated with works of authorship and software, including copyrights, moral rights, database rights, and mask works; (ii) trademarks, trade names, trade dress, other source identifier rights, and similar rights; (iii) trade secrets and confidential information rights; (iv) patent rights, patents, designs, algorithms, and other industrial property rights; (v) rights of publicity or privacy; (vi) all other intellectual and/or industrial property rights, however designated; and (vii) all registrations, priority rights, initial applications, renewals, extensions, continuations, divisionals, reissues, and associated rights relating to any of the foregoing.

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(c) Without limiting the terms of this Section 2.1, You agree that You and Your Affiliates shall not, directly or indirectly, assert, bring, cause to be brought, or threaten to bring against Us, or any of Our suppliers, licensees, customers, or end users, any claim, action, or proceeding: (i) alleging that the use, manufacture, sale, offer to sell, importation, distribution, or provision of the Contribution infringes, misappropriates, or otherwise violates Your, Your Affiliates', or any third party's Intellectual Property Rights; (ii) enjoining or seeking to enjoin Our use, manufacture, sale, offer to sell, importation, distribution, or provision of the Contribution; or (iii) otherwise challenging the patentability, validity, scope, or enforceability of any of the Intellectual Property Rights related to the Contribution.

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You shall, from time to time, execute such documents and take any such other actions reasonably requested by Us to effectuate the purposes of this Section 2. You shall assist Us and Our nominees or assignees, at any time, in the protection of the worldwide right, title, and interest in and to the Contribution, including the execution of all formal assignment documents requested and prepared by Us or our nominee or assignee and the execution of all lawful oaths and applications for registration or application of patent, trademark, or copyright in the United States and foreign countries.

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2.4 Moral Rights

If moral rights apply to the Contribution, to the maximum extent permitted by law, You, on Your and Your Affiliates' behalf, hereby irrevocably waive any and all moral rights relating to the Contribution, including, but not limited to, any and all rights of identification of authorship or contribution and any and all rights of approval, restriction, limitation on use, and subsequent modification.

2.5 Our Rights

You acknowledge that We are not obligated to use Your Contribution as part of any Material and may decide to include any Contribution in any Material as We deem appropriate in our sole and absolute discretion.

2.6 Reservation of Rights

Any rights not expressly assigned or licensed under this Agreement are expressly reserved by You. In addition, You acknowledge and agree that We shall retain ownership of all right, title, and interest in and to all of Our Intellectual Property Rights, whether related to this Agreement or not, and whether existing prior to or after the Effective Date, and that nothing herein shall be construed to transfer any right, title, or ownership of any such Intellectual Property Rights to You.

3.0 REPRESENTATIONS AND WARRANTIES

You represent and warrant that:

- (a) You have full right, power, and authority to enter into this Agreement.
- (b) The execution of this Agreement and performance of Your obligations under this Agreement do not and will not violate any law or regulation or any agreement to which You are a party or by which You are otherwise bound.
- (c) This Agreement constitutes a legal, valid, and binding obligation when executed and delivered, enforceable against You in accordance with its terms.
- (d) You or Your Affiliates own or otherwise have all rights, title, and interest in and to the Contribution, including all Intellectual Property Rights therein, as necessary to make the assignment and grant the rights under this Agreement.
- (e) The Contribution, and the use thereof, does not and will not infringe, misappropriate, or otherwise violate the Intellectual Property Rights of any third party.
- (f) The grant of rights under Section 2 does not violate any grant of rights which You or Your Affiliates have made to third parties.

4.0 DISCLAIMER

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 3, THE CONTRIBUTION IS PROVIDED "AS IS". EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5.0 INDEMNIFICATION

You shall defend, indemnify, and hold harmless Us and each of Our and Our respective Affiliates' equity holders, officers, directors, employees, suppliers, customers, and agents from and against any and all losses, liabilities, damages, fines, penalties, related costs, and expenses (including reasonable attorneys' fees and legal costs) suffered or incurred as a result of or in connection with a threatened or actual claim to the extent arising out of or relating to any claims that the Contribution or the use thereof infringes, misappropriates, or otherwise violates any Intellectual Property Rights of any third party.

6.0 CONSEQUENTIAL DAMAGE WAIVER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7.0 MISCELLANEOUS

7.1 This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, United States of America, excluding its conflicts of law provisions. Each party hereto consents to the exclusive jurisdiction of the state and federal courts located in the State of Maryland in connection with all disputes arising hereunder and waives any objection to the propriety or convenience of venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

7.2 This Agreement sets out the entire agreement between You and Us with respect to Your Contributions to Us and overrides all other oral or written agreements or understandings concerning the subject matter hereof. This Agreement may not be amended or supplemented except by a written instrument signed by both parties hereto.

7.3 You may not assign any of Your rights or obligations under this Agreement without Our prior written consent. We may freely assign any and all of our rights and obligations under this Agreement.

7.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

7.5 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is valid, legal, and enforceable, and the remaining provisions of this Agreement will remain in full force and effect. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

7.6 Sections 2, 3, 4, 5, 6, and 7 shall survive any expiration or termination of this Agreement.

7.7 The parties hereto are independent contractors with respect to each other. This Agreement does not constitute and shall not be construed as constituting any relationship of agency, partnership, joint venture, employment, or franchise between the parties.

You

US

Name: _____

Name: _____

Designation: _____

Designation: _____

Legal Entity Name: _____

JOGET, INC.

Legal Entity Address: _____

6751 Columbia Gateway Drive, Ste 300 - #311

Columbia, MD 21046