

Joget

Modernizing Application Development and Workflow Automation

CONTRIBUTOR ASSIGNMENT AGREEMENT (INDIVIDUAL)

JOGET Contributor Assignment Agreement

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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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2.6 Reservation of Rights

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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 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.
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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

Name: _____

Address: _____

US

Name: _____

Designation: _____

JOGET, INC.

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