

## **SuiteSparse Individual Contributor License Agreement**

Thank you for your interest in contributing to SuiteSparse.

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### **1. Certain Definitions.**

"You" and "Your" mean the individual who Submits a Contribution to Us.

"We," "Us," and "Our" mean Timothy A. Davis and all other current and future owners and/or co-owners of SuiteSparse (including all associated rights) or any portion thereof.

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"Submit" includes any form of electronic, verbal, or written communication sent to Us or Our representatives, including but not limited to communications via electronic mailing lists, source code control systems, or issue tracking systems that are managed by, or on behalf of, Us for the purpose of discussing or improving the Material or otherwise.

"Submission Date" means the date on which You Submit a Contribution to Us.

"Effective Date" means the date You execute this Agreement or the Submission Date, whichever is earlier.

## **2. Certain Rights.**

### **2.1 Ownership.**

(a) You retain ownership of all Intellectual Property Rights in and to Your Contribution and have the same rights to use or license the Contribution to third parties which You would have had without entering into the Agreement.

(b) You acknowledge and agree that We own the Material and all Intellectual Property Rights in and to the Material, including without limitation the Material as it exists with all or part of the Contribution incorporated therein or otherwise associated therewith in any manner. To any extent necessary, You hereby assign to Us all rights, title and interest in and to the Material as it exists with all or part of the Contribution incorporated therein or otherwise associated therewith in any manner.

### **2.2 Licensed Rights.**

You hereby grant to Us, and We hereby accept from You, a perpetual, worldwide, non-exclusive, transferable, royalty-free, fully paid up, irrevocable license, with the rights to grant sublicenses (including through multiple tiers), to all Intellectual Property Rights in and to the Contribution and to utilize the Contribution for any and all purposes. For avoidance of doubt, the rights granted to Us by You include, but are not limited to, the rights to reproduce, prepare derivative works based upon, and distribute copies of, the Contribution, and the rights to perform and display the Contribution publicly, in each case in any form or medium, and for any reason or purpose whatsoever.

### **2.3 Outbound Licenses.**

In light of the rights granted to Us in Section 2.2, You acknowledge and agree that, if We include Your Contribution in any Material, We may license (including via sublicense(s)) the Contribution to others under any license or type of license We wish, including without limitation copyleft, permissive, commercial, and proprietary licenses.

### **2.4 Moral Rights.**

If moral rights apply to the Contribution, to the maximum extent permitted by law, You hereby irrevocably waive such moral rights and agree not to assert any such moral rights against Us, Our successors in interest, or any of Our licensees (whether direct or indirect).

### **2.5 Our Rights.**

We agree to review (via at least one of Us and/or Our designee) the Contribution and consider incorporating some or all of the Contribution into the Material. You acknowledge and agree that We are not obligated to use Your Contribution as part of the Material, and that We may decide to utilize any or all of the Contribution as We consider appropriate in Our sole discretion.

## **2.6 Reservation of Rights.**

Any rights not expressly granted in this Agreement are reserved by the respective parties.

## **3. Representations and Warranties; Indemnification.**

3.1 You hereby represent and warrant that:

(a) You have the legal authority and rights to enter into this Agreement and to grant all rights granted by You in this Agreement.

(b) The Contribution is an original work of authorship and You are either (i) the sole author thereof or (ii) a coauthor thereof that has identified (by at least name and email address) to Us in writing all remaining coauthor(s).

(c) You are at least eighteen (18) years old.

(d) The Contribution is not confidential, in whole or in part.

(e) You did not author or coauthor the Contribution or any portion thereof in connection with Your work for an employer or any other third party, and the rights granted by You in this Agreement do not violate any other obligation (contractual or otherwise) that you may have to any third party.

(f) You understand that this Agreement is designed for individual contributors only and that a different agreement must be utilized for any business entity or other non-person having any actual or potential rights in or to the Contribution.

3.2 You hereby agree to release, protect, defend, indemnify and hold Us harmless from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses of every kind and nature, including, but not limited to, fines, penalties, remedial obligations, attorneys' fees, expert fees and court costs, in any manner caused by, directly or indirectly resulting from, incident to, connected with or arising out of any breach by You of, and/or Our reliance on, any representation or warranty set forth in the foregoing Section 3.1.

#### **4. Disclaimer.**

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT (INCLUDING WITHOUT LIMITATION IN SECTION 3), THE CONTRIBUTION IS PROVIDED "AS IS" AND ANY OTHER EXPRESS OR IMPLIED WARRANTIES ARE DISCLAIMED BY YOU. TO THE EXTENT THAT ANY SUCH WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD REQUIRED BY LAW.

#### **5. Consequential Damage Waiver.**

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

#### **6. Miscellaneous.**

6.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflicts of laws provisions of any jurisdiction. The provisions of the Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

6.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all prior and contemporaneous agreements and understandings. No text or information set forth on any form or other document of Yours shall add to or vary the provisions of this Agreement. This Agreement cannot be amended, modified or supplemented except in a written instrument signed by all parties to be bound.

6.3 This Agreement and all of Our rights and obligations set forth in this Agreement are freely assignable by Us. This Agreement is binding upon the parties hereto and their respective heirs, successors and assigns.

6.4 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.

6.5 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.

6.6 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between You and Us as a result of this Agreement.

6.7 All terms defined in this Agreement shall have such defined meanings in the interpretation of this Agreement. The headings set forth in this Agreement are for convenience only and shall have no effect on the interpretation of the Agreement.

6.8 Notwithstanding anything to the contrary in this Agreement, all provisions of this Agreement that, by their nature, should survive expiration and termination of this Agreement, shall so survive, including, without limitation, the following sections: 1-6.

6.9 This Agreement may be executed in counterparts, including electronically.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered, effective as of the Effective Date.

Us:

By: /Timothy A. Davis/

Timothy A. Davis, on behalf of all SuiteSparse co-authors (varies according to the SuiteSparse package)

You:

Your Name (printed):

Your Signature:

Date Signed: