

Organizational Contributor License Agreement and Software Grant

Thank you for your interest in contributing to the Mach-II™ Project. Any Organization wishing to contribute to the Mach-II Project is required to sign this Software Grant and Organizational Contributor License Agreement (“Agreement”), which stipulates the terms and conditions of the license.

This license not only protects GreatBizTools, LLC (“GBT”), the owner of the Mach-II copyright, but it also protects the users of and contributors to the Mach-II Project. By signing this Agreement, you are not nullifying your rights to use your Organizational Contributions (“Contributions”) for your own purposes as you see fit.

This Agreement allows an Organization to submit Contributions to the Mach-II Project, to authorize Contributions submitted by its designated employees, and to grant copyright and patent licenses thereto.

You accept and agree to the following terms and conditions of the License. GBT shall not use your Contributions in any way that is contrary to the public benefit or inconsistent with GBT’s corporate policies and procedures at the time Contributions are submitted. Except for the license granted herein to GBT and the users of the Mach-II Project, you reserve all right, title, and interest in and to your Contributions.

1. **Definitions.** As used herein, the terms below have the following meanings:
 - A. “You” (or “Your”) means the copyright owner or legal entity authorized by the copyright owner (or reference to such copyright owner or legal entity) who is making Contributions to the Mach-II Project and entering into this Agreement with GBT. A legal entity making a Contribution and all other legal entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, “control” means: (I) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise; (ii) ownership of fifty percent (50%) or more of the outstanding shares; or (iii) beneficial ownership of such entity.
 - B. “Organization” (or “Organizational”) means any legal entity or reference to such an entity, including but not limited to, any type of corporation, partnership, limited liability company, or any business or non-profit organization.
 - C. “Contribution” means the code, documentation, and other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that are

intentionally submitted by You to GBT for inclusion in or documentation of the Mach-II Project.

- D. “Submitted” means any form of electronic, verbal, or written communication sent to GBT or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, GBT for the purpose of discussing and improving the Mach-II Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”
- E. “Mach-II Project” means all information, source code, and documentation pertaining to the Mach-II framework, any products associated with the Mach-II framework (including, but not limited to, MachBlog™), Mach-II websites or websites associated with Mach-II (including, but not limited to, <http://www.mach-ii.com> and <http://www.machblog.com>), and communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, GBT for the purpose of discussing and improving the Mach-II framework.
2. **Grant of Copyright License.** Subject to the terms and conditions of this Agreement and in consideration for the understandings contained herein, You hereby grant to GBT and to users of the Mach-II Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.
3. **Grant of Patent License.** Subject to the terms and conditions of this Agreement and in consideration for the understanding contained herein, You hereby grant to GBT and to users of the Mach-II Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Mach-II Project, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Mach-II Project to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Mach-II Project to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Mach-II Project shall terminate as of the date such litigation is filed.
4. **Authority.** You represent and warrant that You have the authority to enter into this Agreement and to grant the licenses herein. In addition, You represent and warrant that each employee, representative, or agent of the Organization indicated in Schedule A below (or in a subsequent written modification to Schedule A) is authorized to submit Contributions on behalf of the Organization.

5. **Original Creation.** You represent and warrant that each of Your Contributions is Your original creation, unless You make submissions on behalf of others (see Section 6). Furthermore, You represent and warrant that Your Contributions include complete details of any third-party license or other restrictions (including, but not limited to, related patents and trademarks) of which You are personally aware and which are associated with any part of Your Contributions.
6. **Submissions on Behalf of Others.** Should You wish to submit work that is not Your own creation, You are required to submit it to GBT separately from any Contribution, identify the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are personally aware, and conspicuously mark the work as “Submitted on behalf of [name of third-party].”
7. **Support.** You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, the You provide Your Contributions on an “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.
8. **Notification.** You agree to notify GBT of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect. You also agree to notify GBT of any change that is required in Schedule A, which contains a list of employees, representatives, or agents who are authorized to submit Contributions on behalf of the Organization. Finally, You agree to notify GBT if the Organization’s Point of Contact with GBT is replaced by another person.
9. **Controlling Law.** This Agreement is deemed to have been made in the State of Minnesota and shall be interpreted and construed pursuant to Minnesota law.
10. **Arbitration of Disputes.** Any claim or controversy arising out of or related to this Agreement will be settled by binding arbitration in St. Paul or Ramsey County, Minnesota, according to the prevailing rules of the American Arbitration Association. An arbitrator's award will be binding and may be entered as a judgment in any court of competent jurisdiction.

Please provide the requested information below, sign the Agreement, and make a copy of the Agreement for your records. Then send the original Agreement to the following address:
Peter Farrell, GreatBizTools LLC, 987 County Road C2 W, Roseville, MN 55113-1960

Please print clearly.

Name of Organization: _____

Address: _____

Point of Contact: _____

Title: _____

Email: _____

Telephone: _____

Fax: _____

Signature: _____

Date: _____

Please attach Schedule A: Employees, Representatives, or Agents Authorized
to Submit Contributions on Behalf of the Organization
(Note: Authorization is not tied to particular Contributions.)

If applicable, please attach Schedule B: Concurrent Software Grant