

Christian Doppler Laboratory ATHENA VCA Contributor Agreement

This Contributor Agreement (“**Agreement**”) is made as of the Effective Date stated below (“**Effective Date**”), by and between Christian Doppler Laboratory ATHENA at Universitätsstraße 65-67, 9020 Klagenfurt, Austria (“**ATHENA**” or “**We/Us/Our**”), and the Party named below (“**Contributor**” or “**You/Your**”) (each sometimes referred to herein as “**Party**”, and collectively as “**Parties**”):

Effective Date:	
Contributor Information:	Name: _____ Address: _____
Contributor Contact:	Contact: _____ Phone: _____ Fax: _____ E-mail: _____
Description of Contribution	

If any Contribution is made on behalf of a company, the term “**You**” will also mean the company. **By signing below, You agree on behalf of Yourself and Your company (if applicable) to be bound by the terms of this Agreement:**

Your Name:	
Your Title (if Contributor is a Company)	
Your signature:	
Date:	

Submission received.

ATHENA By [Print Name and Title]:	
ATHENA signature:	
Date:	

Please submit Your Contribution (in source code) as one or more clearly labeled attachments to an e-mail that includes either (1) a copy of these Terms (set out in the body or as an attachment) along with the statement “I/We submit the attached Contribution under the terms of the Christian Doppler Laboratory ATHENA. VCA Contributor Agreement”; or (2) a scanned copy of the completed and signed Agreement.

E-mail your contributions to: vca-info@itec.aau.at.

ATHENA has developed software code that implements a Video Complexity Analyzer (“**VCA Software**”). ATHENA is making the VCA Software available under the GNU GPL version 3 license terms.

ATHENA is committed to improving the VCA Software and intends to continue to develop, modify and enhance the software to improve its efficiency and performance. Such improvements will result in part from proposed modifications (“**Contributions**”) made to ATHENA by companies and independent software developers who use and want to contribute to the software. We invite all developers to make Contributions to improve and enhance the VCA Software. However, in order to maintain the integrity of the VCA and universal availability of the software and the improvements, all Contributions must be governed exclusively under the terms of this Agreement.

ACCORDINGLY, IN EXCHANGE FOR OUR CONSIDERATION OF YOUR CONTRIBUTION TO BE INCLUDED IN THE VCA SOFTWARE, YOU HEREBY AGREE THAT YOUR CONTRIBUTION SHALL BE GOVERNED EXCLUSIVELY UNDER THE TERMS OF THIS AGREEMENT. PLEASE READ THIS AGREEMENT CAREFULLY; IT INCLUDES LICENSES THAT MAY IMPACT YOUR INTELLECTUAL PROPERTY RIGHTS IN YOUR CONTRIBUTION.

AGREEMENT

1. The term “**Contribution**” means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other content or material posted or submitted by You to Us in connection with the VCA Software.
2. As and for consideration of the rights and licenses granted in this Agreement, We agree to consider Your Contribution for inclusion in the VCA Software. By submitting Your Contribution, You agree that We may include it in the VCA Software as submitted, modify Your Contribution for inclusion, or not include Your Contribution in the VCA Software code at all. The decision of whether to include Your Contribution in the VCA Software is solely and exclusively at Our discretion, and We are the final arbiter of that decision. You agree that We may publish Your Contribution on a publicly available website or through a public email mailing list, whether or not we ultimately include it in the VCA Software. If We include Your Contribution in the main code or publish it, we will give You or Your company reasonable attribution. Your submission becomes the property of ATHENA, and we undertake no obligation to return Your Contribution.
3. With respect to any worldwide copyrights, or copyright applications and registrations, in any Contribution:
 - You hereby grant to Us (without a right of accounting) a perpetual, irrevocable, non-

- exclusive, worldwide, fully paid-up, royalty-free, unrestricted right and license (with the right to sublicense) to use (execute and run) copy, publicly display, sublicense, distribute (with or without monetary consideration), modify, enhance and create derivative works of the Contribution for any purpose;
- You agree that each of us can do all things in relation to any Contribution as if each of us were the sole owner, and if one of us makes a derivative work of any Contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;
 - You agree that You will not assert any moral rights in any Contribution against Us, Our licensees or transferees;
 - You agree that We may register a copyright in any Contribution and exercise all ownership rights associated with it; and
 - You agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution in any form of any Contribution.
4. With respect to any patents You own, or that You can license without payment to any third party, You hereby grant to Us a perpetual, irrevocable, non-exclusive, worldwide, fully paid-up, royalty-free right and license (with right to sublicense) to:
- make, have made, use, sell, offer to sell, import, transfer and otherwise practice any Contribution in whole or in part, alone or in combination with or included in the VCA Software or any product, work, or materials arising out of the VCA Software; and
 - at Our option, to sublicense these same rights to third parties through multiple levels of sublicensees or other arrangements.
5. Except as set out above, as between You and Us, you keep all right, title, and interest in any Contribution. The rights that You grant to Us under these terms are effective as of the date the Contribution was first submitted to Us, even if the submission took place before the date You agree to these terms. We will use commercially reasonable efforts to make any Contribution (or derivative work thereof) available under any license also available under the GNU General Public License (GPL) version 3 (or later).
6. With respect to any Contribution, You represent that:
- the Contribution is an original work and that you can legally grant the rights set out in this Agreement;
 - the Contribution does not violate any third party's copyrights, trademarks, trade secrets, or other non-patent intellectual property rights;
 - the Contribution is derived solely from the VCA Software and your own original work; and
 - You are authorized to sign this contract on behalf of Your company (if identified above).
7. These terms will be governed by Austrian laws. Any choice of law rules will not apply. All issues or disputes involving these terms will be brought in a court of competent jurisdiction located in Klagenfurt (Austria), and each Party irrevocably submits to the jurisdiction and exclusive venue of those courts.