



## Software Evolution Library (SEL) Contributor License Agreement

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The Agreement may cover more than one software project managed by Us.

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**1.7.** "Effective Date" means the date You execute this Agreement or the date You first Submit

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## **3. Agreement**

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(c) The grant of rights under Section 2 does not violate any grant of rights which You and/or Your Affiliates have made to third parties, including Your employer. If You are an employee, then You have had Your employer approve this Agreement and an authorized representative is signing this Agreement on behalf thereof. If You are less than eighteen years old, then please

have Your parents or legal guardian sign the Agreement.

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

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#### **6. Miscellaneous**

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**6.2.** Any notice required or permitted to be given under this Agreement shall be sent to the address of the other party as set forth herein or to such address as a party may designate by written notice. The notice will be deemed received (a) upon delivery by hand or electronic mail, (b) three (3) days after mailing the notice by registered or certified mail with return receipt requested, or (c) by the date the notice was delivered via overnight courier service requiring signature upon receipt.

**6.3.** This Agreement, including the recitals contained herein, sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or

understandings related to the subject matter hereof. This Agreement may be amended only by a writing executed by both parties.

**6.4.** If You assign this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement. GrammaTech may assign this Agreement at its sole discretion.

**6.5.** The waiver by either party of any provision of this Agreement must be in writing signed by the waiving party and shall not operate or be construed as a waiver of any other term or breach, prior, contemporaneous, or subsequent thereto, of the same or a different kind. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement.

**6.6.** If any provision of this Agreement is found void and 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 enforceable. 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.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the Effective Date.

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|---|---|
| GrammaTech, Inc.                                      | YOU:  |
| Address: 531 Esty Street<br>Ithaca, NY 14850          | Address: _____<br>_____   |
| Email: CLA@grammatech.com                             | Email: _____  |
| By: _____<br>(signature of authorized representative) | By: _____<br>(signature of individual contributor or authorized representative) |
| Name: _____   | Name: _____   |
| Title: _____  | Title: _____  |
| Date: _____   | Date: _____   |