



## 2008 Skyway Cup Contributor Agreement

Thank you for your interest in contributing to the Skyway Software, Inc. (“Skyway”) product development community. Skyway is very interested in receiving your contribution to the Skyway product (“Skyway Product”). However, in order to participate, we need to confirm how the rights in your contribution (“Your Contributions”) will be allocated. Following the practices of other open source companies, Skyway requests that you assign the copyrights and patents in Your Contributions to Skyway (with a license back to you to use it in any way that you please). Skyway requires that you have a 2008 Skyway Cup Contributor Agreement (the “Contributor Agreement”) on file prior to accepting your entry into the 2008 Skyway Cup Contest and prior to using any of Your Contributions. This Contributor Agreement is to make clear the rights between the parties.

Please review and sign the Contributor Agreement and submit a signed and dated copy of it to Skyway as part of your 2008 Skyway Cup Contest Entry .zip file. Please read this Contributor Agreement carefully before signing and keep the original for your records.

In consideration for entry into the 2008 Skyway Cup Contest, the potential inclusion of Your Contributions in the Skyway Product, and the license back, you agree to the following terms and conditions:

1. The term “Your Contributions” means all of your past, present and future contributions of object code, source code and documentation to Skyway, however submitted to Skyway, in connection with the 2008 Skyway Cup Contest.
2. You assign all right, title and interest worldwide in and to all patents, inventions, trade secrets, copyrights and related moral rights (“IP Rights”) for the full term of their existence in and to Your Contributions to Skyway and Skyway shall be able to record this assignment. If the moral rights are not assignable, you agree to waive their enforcement against Skyway and its sublicensees, either direct or indirect. However, at the same time, Skyway grants to you a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable IP Rights license to reproduce, prepare derivative works of, distribute (internally and externally, in object code and, if included in Your Contributions, source code form), make, use, sell, offer for sale, publicly perform and publicly display Your Contributions, with the right to sublicense all of these rights through multiple tiers of sublicensees. The intention of the parties is that this license will be as broad as possible and to provide you with rights as similar as possible to the rights of the owner of the IP Rights. This license is limited to Your Contributions and does not provide any rights to the Skyway Products.
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4. You represent that, except as disclosed in Your Contribution submission(s), each of Your Contributions is your original creation. You represent that Your Contribution submission(s) include complete details of any license or other restriction (including, but not limited to, related patents, copyrights, trade secrets and trademarks) associated with any part of Your Contribution(s) (including a reference to any applicable license agreement). You agree to notify Skyway of any facts or circumstances of which you become aware that would make your representations in this Agreement inaccurate in any respect.

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6. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF YOUR CONTRIBUTIONS, EVEN IF THE USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. IN NO EVENT WILL YOU OR SKYWAY HAVE ANY LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

8. This Contributor Agreement shall be governed by the laws of the State of Florida, as far as applicable, and by the laws of the United States. You agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Contributor Agreement. In the event of invalidity of any provision of this Contributor Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contributor Agreement. This Contributor Agreement is the entire agreement between you and Skyway relating to the subject matter of this Contributor Agreement which supersedes any prior agreement or communication, whether written or oral, and may be amended only by a writing signed by both parties. This Contributor Agreement can be assigned by either party.

Please sign: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: