

TetraGenius Individual Contributor License Agreement

Thank you for your interest in contributing to TetraGenius ("We" or "Us").

This contributor agreement ("Agreement") documents the rights granted by contributors to Us. To make this document effective, please sign it and send it to Us by email, following the instructions at . This is a legally binding document, so please read it carefully before agreeing to it. The Agreement may cover more than one software project managed by Us.

1. Definitions

"You" means the individual who Submits a Contribution to Us.

"Contribution" means any work of authorship that is Submitted by You to Us in which You own or assert ownership of the Copyright. You cannot submit work if you do not own the Copyright.

"Copyright" means all rights protecting works of authorship owned or controlled by You, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions by You.

"Material" means the work of authorship which is made available by Us to third parties. When this Agreement covers more than one project, the Material means the work of authorship to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material.

"Submit" means any form of electronic, verbal, or written communication sent to Us or our representatives, with the templates we provide, or labelled as TetraGenius contributions.

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

"Effective Date" means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

"Media" means any portion of a Contribution which is not software.

2. Grant of Rights

2.1 Copyright License

(a) You retain ownership of the Copyright in Your Contribution and have the same rights to use or license the Contribution which You would have had without entering into the Agreement.

(b) To the maximum extent permitted by the relevant law, You grant to Us a perpetual, worldwide, non-exclusive, royalty-based, revocable license under the Copyright covering the Contribution, with the right to sublicense such rights through multiple tiers of sublicensees, to reproduce, display and distribute the Contribution as part of the Material; provided that this license is conditioned upon compliance with Section 2.2.

2.2 Outbound License

As a condition on the grant of rights in Section 2.1, We agree to license the Contribution only using the following licenses for Media in the Contribution: Creative Commons Attribution Non Commercial 1.0 (including any right to adopt any future version of this license).

2.3 Moral Rights. If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against Us or our successors in interest, or any of our licensees, either direct or indirect.

2.4 Our Rights. You acknowledge that We are not obligated to use Your Contribution as part of the Material and may decide to include or exclude any Contribution We receive.

2.5 Reservation of Rights. Any rights not expressly assigned or licensed under this section are expressly reserved by You.

3. Agreement

You confirm that:

- (a) You have the legal authority to enter into this Agreement.
- (b) You own the Copyright covering the Contribution which are required to grant the rights under Section 2.
- (c) The grant of rights under Section 2 does not violate any grant of rights which You have made to third parties, including Your employer. If You are an employee, You have had Your employer approve this Agreement or sign the Entity version of this document. If You are less than eighteen years old, please have Your parents or guardian sign the Agreement.

4. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 3, THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

5. Consequential Damage Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF 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 will be governed by and construed in accordance with the laws of South Africa excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

6.3 If You or We assign the rights or obligations received through 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.

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 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.

You

Title: _____

Date: _____

Name: _____

Address: _____

Us

Title: _____

Date: _____

Name: _____

Address: _____
