Fossil SCM Contributor Agreement

This agreement applies to your contribution of material to the Fossil Software Configuration Management System ("Fossil") that is mananged by Hipp, Wyrick & Company, Inc. ("Hwaci") and sets out the intellectual property rights you grant to Hwaci in the contributed material. The terms "contribution" and "contributed material" mean any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted, submitted, or uploaded by you to the Fossil project. The term "you" means the person identified and signing at the bottom of this document. If your contribution is on behalf of a company, the term "you" also means the company identified in the signature area below.

- 1. With respect to any worldwide copyrights, or copyright applications and registrations, in your contribution:
 - You hereby assign to Hwaci joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to Hwaci a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights, including the right to sublicense.
 - You agree that both you and Hwaci can do all things in relation to your contribution as if each of us were the sole owners, and if one of us makes a derivative work of your contribution, the one who makes (or has made) the derivative work will be the sole owner of that derivative work.
 - You agree that you will not assert any moral rights in your contribution against Hwaci, Hwaci's licensees or transferees, or any other user or consumer of your contribution.
 - You agree that Hwaci may register a copyright in your contribution and exercise all ownership rights associated with it.
 - You agree that neither you nor Hwaci has any duty to consult with, obtain the consent of, or pay or render an accounting to the other for any use or distribution of your contribution.
- 2. With respect to any patents you own, or that you can license without payment to any third party, and which are relevant to your contribution, you hereby grant to Hwaci a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to make, have made, use, sell, offer to sell, import, and otherwise transfer your contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the Fossil project, and to sublicense these same rights.
- 3. Except as set out above, you keep all right, title, and interest in your contribution. The rights that you grant to Hwaci under this agreement are effective on the date that you first submitted your contribution to the Fossil project, even if your submission took place before the date that you sign this agreement.
- 4. You represent and warrant the following:
 - Your contribution is an original work and that you can legally grant the rights set out in this agreement.
 - Your contribution does not, to the best of your knowledge and belief, violate any third party's copyrights, trademarks, patents, or other intellectual property rights.
 - You are authorized to sign this agreement on behalf of your company (if appliable).

By filling in the following information and signing your name, you agree to be bound by all of the terms set forth in this agreement. Please print clearly.

Your name & email:	
Company name: (if applicable)	
Postal address:	
Signature:	
Date:	

Send completed forms to:

Hipp, Wyrick & Company, Inc. 6200 Maple Cove Lane Charlotte, NC 28269-1086 USA