

**EXHIBIT A**  
**CODE CONTRIBUTION AGREEMENT**

This CODE CONTRIBUTION AGREEMENT (the “**Agreement**”) is entered into as of \_\_\_\_\_ (the “**Effective Date**”), by and between MEF Forum (“**MEF**”), a California non-profit corporation having an address at 6033 W. Century Blvd., Suite 1107, Los Angeles, CA 90045, and \_\_\_\_\_ (“**Member**” or “**you**”), a \_\_\_\_\_ having an address at \_\_\_\_\_.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Use of MEF Application Program Interface Code File (Excluding your Contributed Code).** By accessing the MEF Application Program Interface Code File (“**MEF Code**”) in order to modify, improve, and/or create derivative works, including those modifications, improvements, and derivative works that you contribute to MEF as Contributed Code (defined below) under this Agreement, you acknowledge and agree that your access to and use of the MEF Code is pursuant to and in accordance with the terms of Apache License 2.0, found here: <http://www.apache.org/licenses/LICENSE-2.0>.
- 2. Contributed Code, Defined.** The term “**Contributed Code**” is defined as: (i) Any and all modifications, improvements, and/or derivative works you create or develop using the MEF Code and all source and object code comprising the same, which you contribute to MEF under this Agreement and which is subsequently incorporated into the MEF Code; (ii) any and all source and object code you contribute to MEF under this Agreement and which is subsequently incorporated into the MEF Code, regardless of whether such provided code is created or developed using the MEF Code; and (iii) any and all documentation, comments, drawings, and other works of authorship you provide to MEF pertaining to either of the foregoing.
- 3. Copyright Transfer to MEF for Your Contributed Code.** By providing Contributed Code to MEF under this Agreement, you hereby transfer to MEF all copyrights, titles, and interests in and to the Contributed Code. Without limiting the foregoing, you acknowledge and agree that MEF may distribute and display the Contributed Code and/or modifications, improvements, and derivative works thereof as Open Source Software under the terms of Apache License 2.0, found here: <http://www.apache.org/licenses/LICENSE-2.0>.
- 4. Grantback.** The MEF hereby grants to you a fully-paid-up royalty-free, nonexclusive copyright license to your Contributed Code (including the right to produce, copy, market, sell, distribute, repair, service and otherwise commercially exploit the Contributed Code) and the right to enforce all connected rights if you so deem necessary.
- 5. Patent License Grant to MEF and Recipients of the MEF Code.** Subject to the terms and conditions of this Agreement, you hereby grant to MEF and to recipients of the MEF Code distributed by the MEF, a perpetual, worldwide, non-exclusive, fully-paid-up, royalty-free, irrevocable (except as stated in this Section), assignable patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the MEF Code, where such license applies only to those patent claims licensable by you that are necessarily infringed by your Contributed Code alone and/or by MEF’s use and/or distribution thereof and/or by the MEF Code recipients’ use and/or distribution thereof. If any entity institutes patent litigation against you or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contributed Code or the

use and/or distribution thereof, or the MEF Code into which the Contributed Code is incorporated or the use and/or distribution thereof, constitutes direct or contributory patent infringement, then any patent licenses granted to that first entity under this Agreement for that Contributed Code shall terminate as of the date such litigation is filed.

**6. Ownership of Modifications and Derivative Works.** In the event MEF modifies, improves, and/or creates derivative works based on or derived from the Contributed Code, MEF shall own all rights, titles, and interests in and to such modifications, improvements, and/or derivative works.

## **7. Representation and Warranty.**

**7.1** You represent and warrant that your Contributed Code to the best of your knowledge does not comprise or contain any software that requires as a condition of its use, modification, or distribution that such software (or other software incorporated into, derived from, or distributed with such software) be: (i) Disclosed or distributed in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge.

**7.2** If, at any time after the Effective Date of this Agreement, you become aware of (i) any third-party claim or allegation that MEF's use or licensing of the Contributed Code infringes, misappropriates, or otherwise violates any third-party proprietary or privacy right or right of publicity; or (ii) any fact that indicates or is likely to indicate that you do not own any rights in and to the Contributed Code or that you were not otherwise authorized to grant the rights granted to MEF herein, including to allow MEF to distribute the Contributed Code pursuant to the terms of the License Agreement; or (iii) any fact that indicates or is likely to indicate that your Contributed Code comprises or contains any software that requires as a condition of its use, modification, or distribution that such software (or other software incorporated into, derived from, or distributed with such software) be: (a) Disclosed or distributed in source code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at no charge; you agree to make reasonable efforts to disclose the same to MEF unless such disclosure is prohibited by law or contract.

**8. Disclaimer of Warranty; Limitation of Liability.** Unless (and except to the extent) required by applicable law, THE MEF CODE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. Unless (and except to the extent) required by law, in no event and under no legal theory, whether in tort, negligence, strict liability, contract, or otherwise shall MEF be liable to you for damages of any kind, including without limitation any direct, indirect, special, incidental, consequential, punitive, multiplied, or other damages of any kind arising out of this Agreement, even if MEF has been advised of the possibility of such damage in advance.

**9. Support.** You are not required to provide support for your Contributed Code. If you do decide to provide support you may provide such support either at no charge or for a fee.

## **10. Term and Termination.**

**10.1** The parties agree the term of this Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 10.

**10.2** This Agreement will immediately and automatically terminate upon the expiration, termination, or cancellation of your membership in MEF, for any reason.

**10.3** MEF may terminate this Agreement in the event you breach or default under any of the terms or conditions of this Agreement and fail to cure such breach or default within thirty (30) calendar days of the date MEF provides written notice of the same to you.

**10.4** You may terminate this Agreement in the event MEF breaches or defaults under any of the terms or conditions of this Agreement and fails to cure such breach or default within thirty (30) calendar days of the date you provide written notice of the same to MEF.

**10.5** Termination of this Agreement for any reason shall not affect in any way the ownership interest you granted to MEF in Section 3 of this Agreement or the patent license you granted to MEF in Section 5 of this Agreement, which grants shall survive any such termination in perpetuity (unless the patent license is terminated pursuant to the terms of Section 5). All provisions of this Agreement (and the parties' rights and obligations therein) that would reasonably be expected to survive the termination of this Agreement will do so, including without limitation, Sections 2 through 8, 10.5, and 11 through 14.

**11. Notices.** All notices required or permitted by this Agreement (i) must be in writing; (ii) must be delivered to the parties at the addresses set forth above, or any other address that either party may designate by notice to the other party; and (iii) will be considered given when delivered (or when delivery thereof is refused) via personal service; Certified or Registered Mail, Return Receipt Requested; or e-mail at the address specified below, provided that the sender does not know or have reason to know that the recipient did not receive the e-mail.

**12. Section 365(n) of the U.S. Bankruptcy Code.** The license granted by Member to MEF in Section 5 of this Agreement is and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code (the "Code"), a license to rights to "intellectual property" as defined in the Code. The parties agree that MEF, as a licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of bankruptcy proceedings by or against Member under the Code, MEF shall be entitled to retain all license rights granted by Member to MEF hereunder.

### **13. Disputes.**

**13.1** This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States applicable therein, without regard to conflict-of-law rules that would apply a different body of law. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a state or federal court located in the County of Los Angeles, California. Both parties hereby submit to the jurisdiction of such courts over each of them personally in connection with such litigation, and waive any objection to venue in such courts and any claim that such forum is an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods shall not apply to this Agreement.

13.2 MEF may, in its discretion, suspend or terminate your membership in MEF, in the event you violate any of the terms or conditions stated herein.

13.3 All available remedies are cumulative and may be exercised singularly or concurrently.

13.4 If any litigation is instituted to interpret, enforce, or rescind this Agreement, the substantially prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, such party’s reasonable attorneys’ fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements incurred in connection with the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the court.

**14. General.** This Agreement is the entire agreement between the parties with respect to the subject matter hereof, and it supersedes any prior or contemporaneous agreements and negotiations relating to such subject matter. This Agreement may not be modified except by a writing signed by both parties. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasions unless expressly agreed in writing. If any part of this Agreement is held unenforceable, the affected provision will be considered modified to the extent allowed by law, and all other provisions of this Agreement will remain in full force and effect. This Agreement will be binding on the parties and their respective successors and assigns, and will inure to their benefit. This Agreement does not create or establish an agency, joint venture, franchise, partnership, or employment relationship between the parties. Neither party has the authority to bind the other party or represent to any person that the party is an agent of the other. The parties do not intend to confer any right or remedy on any third party under this Agreement. This Agreement has been submitted to the scrutiny of both parties and their respective counsel and shall be given a fair and reasonable interpretation without consideration or weight being given to its having been drafted by any party hereto or its counsel. This Agreement may be signed in counterparts. A fax or electronic version of a signature page will be considered an original signature page. At the request of a party, the other party will confirm a fax or electronically submitted signature page by delivering an original signature page to the requesting party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

MEF FORUM  
“MEF”

\_\_\_\_\_  
“Member”

By: \_\_\_\_\_  
(Authorized Signatory)

By: \_\_\_\_\_  
(Authorized Signatory)

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Email: \_\_\_\_\_