

Contributor Agreement

PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY. BY SELECTING THE "I ACCEPT" OPTION YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH ARE ENFORCEABLE AS ANY WRITTEN AGREEMENT NEGOTIATED AND SIGNED BY YOU AND TVersity, INC. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SUBMIT A DEVICE PROFILE.

This Agreement applies to your Contribution (as defined herein) to TVersity's Device Profile project (the "**Project**") owned and managed by TVersity, Inc. ("**TVersity**" or "**us**"), and sets out the intellectual property rights with respect to such Contribution. This Agreement is for your protection as a contributor as well as the protection of the Project, its users and TVersity.

1. The term "Contribution" means any device profile or other related content, including but not limited to icons, images and logos, submitted by you to the Project.
2. You hereby grant to TVersity a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, unrestricted license to reproduce, prepare derivative works, publicly display, publicly perform, sublicense and distribute your Contribution.
3. You hereby waive and agree not assert any moral rights in your Contribution.
4. You agree that TVersity does not have any duty to consult with, obtain the consent of, or render an accounting to you for any use or distribution of your Contribution.
5. You represent that:
 - 5.1. Your Contribution is your original work and that you can legally grant the rights set out in this Agreement; and
 - 5.2. Your Contribution does not violate any third party's copyrights, trademarks, patents, or other intellectual property rights.
6. You agree to notify us of any facts or circumstances of which you become aware that would make the above representations inaccurate.
7. TVersity is under no obligation to accept or use every Contribution and may in its sole discretion decide to discontinue use of a Contribution.
8. You will indemnify, hold harmless and defend TVersity and its directors, employees, agents, licensees and end-users against all losses or costs (including any attorneys' fees) arising from claims brought or threatened by any third party alleging breach of any intellectual property rights by your Contribution or TVersity's use thereof.
9. This Agreement is governed by New York law (without reference to its choice of law rules) with exclusive jurisdiction in the competent courts of New York, New York.