



**IT BY
DESIGN**

CONTRIBUTOR LICENSE AGREEMENT

Supporting document for Build IT Events & Build IT University

INCORPORATION:

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This Contributor License Agreement (this “Agreement”) governs our perpetual use of all materials and content that you provide to us. Please read this document carefully before signing and keep a copy for your records.

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DEFINITIONS

In this Agreement, the terms listed below will have the following meanings:

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This Agreement is effective as of the date that you accept this Agreement by signing where indicated below, or the date on which you provide any Content to us for inclusion in the BuildIT Curriculum, whichever is earlier.

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You are contributing the Content and granting the Licenses to us in consideration of the fact that we may elect, in our sole discretion, to include the Content in the BuildIT Curriculum. You acknowledge and agree that this is both fully sufficient and valuable consideration for you to enter into this Agreement and to grant the perpetual and irrevocable Licenses to us. You will not be paid any cash amounts for the Licenses regardless of whether BuildIT charges a fee to BuildIT Subscribers to access or view the Content, nor will you be provided with or paid any “in kind” services or products whatsoever for the Licenses.

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You are providing BuildIT with two types of perpetual licenses under this Agreement (“Licenses”): One license allows us to include and use Content in the BuildIT Curriculum and to distribute the Content to BuildIT Subscribers.

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USE OF THE CONTENT. WE WILL NOT USE THE CONTENT EXCEPT AS AUTHORIZED UNDER THIS AGREEMENT.

NO CONFLICT. YOU REPRESENT THAT YOUR PARTICIPATION UNDER THIS AGREEMENT, AS WELL AS YOUR PROVISION OF THE LICENSES AND THE CONTENT, DOES NOT VIOLATE THE TERMS OF ANY OTHER AGREEMENT, CONTRACT, OR OBLIGATION TO WHICH YOU MAY BE BOUND.

CONTENT INCLUSION

We do not warrant or guarantee that the Content will be included in the BuildIT Curriculum, or that the Content will be included in the BuildIT Curriculum at any time or for any particular length of time. We reserve the right to determine, in our sole discretion, all decisions related to the use of the BuildIT Curriculum, including but not limited to decisions such as (i) the category(ies) within the BuildIT Curriculum under which the Content may be promoted or offered, (ii) the timing and/or accessibility of the Content in the BuildIT Curriculum, (iii) the removal of the Content from the BuildIT Curriculum, and (iv) the amount (if any) that we charge BuildIT Subscribers to access, view, or receive the Content.

INDEMNIFICATION

If we incur costs or fees as a result of any breach of this Agreement by you, then you agree to cover those costs for us. For example, if we incur costs such as third party license fees, attorneys' fees, etc. because your Content violates a third party's intellectual property rights, then you would be responsible for covering those costs on our behalf.

FORCE MAJEURE

ITBD shall not be liable or responsible for any failure by ITBD to comply with the terms of this Agreement due to causes beyond its reasonable control, including, but not limited to government forced shutdown, pandemic, fire, storm, flood, accident, acts of war, insurrection, terrorism, labor disputes, acts of God, failure of communication systems or networks and acts of third parties.

GENERAL PROVISIONS

The rights and obligations of Sponsor under this Agreement may not be transferred, assigned, sublet or otherwise disposed of without the prior written consent of ITBD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns. No modification of this Agreement will be binding unless it is in writing and signed by both parties. The failure to enforce or the waiver by either party of one default or breach by the other will not be considered to be a waiver of any subsequent default or breach. There are no third party beneficiaries to this Agreement. Sponsor agrees to abide by the terms and conditions of the venue hosting event. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to the choice of law principles thereof. Sponsor hereby submits to the jurisdiction of the state and federal courts of the State of New Jersey for all proceedings arising out of or relating to this Agreement. This Agreement does not create, nor shall it be represented by either party to create, a partnership, joint venture, principal-agent, or other relationship whatsoever between the parties hereto. Neither party shall have, nor represent to have, authority or power to obligate or bind the other party by agreement, warranty, representation or otherwise in any manner whatsoever, without the other party's prior written consent.

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GOVERNING LAW

This Agreement is governed under the laws of the State of New Jersey. Any cause of action arising from or related to this Agreement must be brought in Hudson County, New Jersey; however, we may pursue temporary injunctive relief in any jurisdiction to prevent the anticipated or actual breach of this Agreement by you. If an action is required to be brought to enforce the terms of this Agreement, the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs.

ASSIGNMENT

This Agreement may be assigned or transferred by us provided that any person or entity to whom we assign or transfer this Agreement must agree, in writing, to be bound by the terms of this Agreement.

ACCEPTANCE

BY ACCEPTING AND E-SIGNING THIS AGREEMENT, YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS IN THIS CONTRIBUTOR AGREEMENT.

CONTACT DETAILS

FULL NAME

COMPANY

EMAIL

DATE