

Contributing to Get Physics Done (GPD) Project

Thank you for your interest in contributing to the Physical Superintelligence PBC ("**Company**") Get Physics Done (GPD) open source project! Like many open source projects, we need a contributor license agreement from you before we can accept your changes. You'll only need to fill out this agreement once.

Please read this agreement carefully before signing and keep a copy for your records. If you have questions about these terms, or if you cannot submit an electronic copy, please contact us at legal@psi.inc.

Get Physics Done (GPD) Project Contributor License Agreement (Corporations)

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Company. Except for the license granted herein to Company and recipients of software distributed by Company, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"**You**" (or "**Your**") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Company. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "**control**" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"**Contribution**" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Company for inclusion in, or documentation of, any of the products owned or managed by Company (the "**Work**"). For the purposes of this definition, "**submitted**" means any form of electronic, verbal, or written communication sent to Company or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Company for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to Company and to recipients of software distributed by Company a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to Company and to recipients of software distributed by Company a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. You represent that You are legally entitled to grant the above license. You represent further that

each of Your employees designated on **Schedule A** below (or in a subsequent written modification to **Schedule A**) is authorized to submit Contributions on behalf of You.

5. You represent that each of Your Contributions is Your original creation (see Section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or any other restriction (including, but not limited to, related patents and trademarks, whether such patents or trademarks are Yours or any other party's) of which You are aware and which are associated with any part of Your Contributions.

6. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED IN WRITING, YOU PROVIDE YOUR CONTRIBUTIONS ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON- INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to Company separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

8. You agree to notify Company of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

9. You agree that Company may change the license(s) applicable to the open source project(s) to which Your Contributions relate at Company's sole discretion, including without limitation by re-licensing the project(s) and Your Contributions under any other open source or "free" software license, or a commercial or proprietary license of Company's choosing.

Electronic Submissions:

Once you have read and understood this Company Contributor License Agreement (Corporations), fill out the form below and click the Submit button.

<https://cla-assistant.io/psi-oss/get-physics-done>

Offline Submission:

You may also email an executed .pdf of this document to [legal@psi.inc] or send us an original signed copy at the following address:

Physical Superintelligence PBC, 20 University Road, Suite 500, Cambridge, MA 02138

Your Company Information:

Company Name: _____

Mailing Address: _____

Country: _____

Signatory Information:

Signature: _____
Name: _____
Title: _____
Phone: _____
Email: _____
Date: _____

This Get Physics Done (GPD) Contributor License Agreement (Corporations) is derived from the Apache Software Foundations' Corporate Contributor License Agreement v2.0. Company's substantive changes from that agreement are as follows:

- 1. Identifying Company and our Get Physics Done (GPD) open source project as the recipients of Your Contributions and associated changes in introductory language and signature blocks;*
- 2. Clarifying that You must disclose both third-party and Your own license or intellectual property restrictions associated with Your Contributions; and*
- 3. Clarifying that we may change the license(s) applicable to the projects to which Your Contributions relate at our discretion, including without limitation by re-licensing the project (and, in turn, Your Contributions) under any other open source or "free" software license or a commercial or proprietary license of our choosing.*

Schedule A:

The following employees of Yours designated below (if any) are authorized to submit Contributions on Your behalf:
