Contribution Agreement
For an Enterprise Contributor

This agreement assigns your ownership interests in any code contributions to the Open Information Security Foundation (OISF). You will retain your credit as author of the code. By accepting this agreement and by contributing code that is incorporated into the Suricata Engine or other OISF project(s) you are agreeing to the Contribution Agreement and you become an official OISF "contributor."

We thank you for your contribution to the community. OISF will maintain your code for the benefit of the community in perpetuity. The OISF board and management take this responsibility very seriously and are committed to keeping the engine free and stable for all.

Contribution Agreement

IMPORTANT-READ CAREFULLY: This Contribution Agreement (the "Agreement") is a legal agreement between the Enterprise, (the "User") and Open Information Security Foundation, Inc. ("OISF" or "we") for donating any software code or any other Materials to OISF for the Suricata Intrusion Detection System engine (the "Suricata Engine") or any other software project owned, sponsored or managed by OISF (collectively with the Suricata Engine, the Work").

The User is deemed to also include all other entities that control, are controlled by, or are under the same common control as the User. For purposes of this Agreement, "control" means: (i) the power, indirect or direct, to cause the direction of management of such entity; (ii) ownership of fifty percent (50%) or greater of the outstanding equity or voting power of the entity; or (iii) beneficial ownership of such entity.

The individual entering into this Agreement acknowledges and agrees that it is entering into this Agreement on behalf of the Enterprise and has the authority to do so; by clicking on the "submit" button or by otherwise providing Materials (including code) or Documentation as a User to OISF, you are agreeing. on behalf of the Enterprise. If you do not agree, or if you do not have the legal authority to bind the Enterprise, do not sign and "submit" and do not provide Materials (including code) or Documentation to OISF.

Definitions

"Documentation" means any written material or images, including any user or installation guides, that the Enterprise may Submit to OISF, whether provided prior to or following the execution of this Agreement.

"Intellectual Property Rights" means any trade secret, know-how, copyright, moral right, data right, trade or service mark, trade or service name, patent right, business process, or other proprietary right arising under the laws of the United States and any other jurisdiction or any treaty, including any application for, or extension or derivative works or translations of, any of the foregoing.

"Materials" means any code, designs, templates, methods, ideas, inventions, software, source code, object code, technologies, written materials (not included within the meaning of Documentation), or anything else that the Enterprise may Submit to OISF, whether provided prior to or following the execution of this Agreement.

"Submit" means any form of electronic, verbal, or written communication sent to OISF or its representatives for the purpose of discussing or improving any Work by the Enterprise (via any of its officers, employee, contractors or agents acting in such capacity), including, without limitation, communications made via electronic mail and attachments, the OISF website, or third party websites and source code and issue tracking systems managed by or for the benefit of OISF. "Submitted" will have the corresponding meaning.

Assignment of Ownership

User hereby irrevocably and perpetually assigns, transfers, conveys and sets over to OISF, and OISF hereby accepts the assignment, transfer, conveyance and set over, of User's entire worldwide and perpetual right, title and interest in and to the Materials. OISF agrees to grant back to User, and does hereby grant, a non-exclusive, royalty-free and non-cancellable right to use the Materials as User sees fit; provided, this grant back does not in any way limit OISF's rights acquired through this Agreement.

Additionally, User hereby grants OISF a fully paid-up, non-exclusive, worldwide, perpetual, royalty-free, irrevocable right and license to use, copy, distribute, publicly display, create improvements, create derivative works of, make, offer to sell, sell, sublicense, and have made any contributed Documentation provided with the Materials (unless such Documentation is conspicuously designated in writing as "Not a Contribution" at the time Submitted). User will give OISF or its designee all assistance reasonably required to register, perfect, enforce and apply for an obtain in OISF's name patent, copyright, trademark and other Intellectual Property Rights in any and all jurisdictions.

For the avoidance of doubt, User's assignment and license under this section does not revert to User for any reason but perpetually and forever remains with OISF.

Representations and Warranties

User represents and warrants that it has the legal authority to enter into this Agreement and, to the best of its knowledge, all necessary rights to assign and contribute any Material and Documentation, respectively, on the terms provided herein.

User agrees not to knowingly Submit any Material or Documentation that infringes on any copyright, trademark or other proprietary rights of another (including publicity and privacy rights). We reserve the right to remove any Materials or Documentation in response to complaints of infringement or to otherwise review or edit the Materials and documentation as appropriate, in our sole discretion and without notice.

User waives any and all moral rights, including, without limitation, any rights arising under Chapter 7 of the Copyright and Related Rights Act 2000 applicable to European Union residents, and all rights of a similar nature in any jurisdiction in any Material, including source code, which User may Submit This waiver is in favor of OISF.

Choice of Law and Forum

This Agreement is governed by the laws of the State of Delaware. User hereby agrees to submit to the exclusive jurisdiction of the courts of the State of Delaware. To the extent that applicable laws have mandatory application to this Agreement or give User the right to bring action in any other courts, the above limitations may not apply.

Severability and Enforceability

If a court of competent jurisdiction finds any provision of this Agreement to be void, invalid, or unenforceable, the parties agree to reform the void, invalid, or unenforceable provision to comply with applicable law, or, if the void, invalid, or unenforceable provision is not conformable, the parties strike the void, invalid, or unenforceable provision so as not to affect the validity or enforceability of this Agreement.

This Agreement may be amended or modified by OISF at any time, in its sole discretion, by posting of an amended or restate Contribution Agreement for Enterprises on its website and User has the obligation to monitor OISF's website for such changes. User's continued use of any Work and/or continued contributions will be deemed an acceptance of such amendment. Such amendments or modification will apply to all Materials and/or Documentation User may Submit prior to such amendment or modification and thereafter.

---Signature Page to Follow---

Enterprise Name (required):

Name (required):

Title (required):

Email (required):

Github Username (required):

Phone:

Address:

Address 2:

State/Region(required):

Country(required):

Accept Signature(required):

By signing and submitting this form to info@oisf.net, you acknowledge that you agree to the terms of this Agreement.