

Cavemanon Gratis Contributor Agreement

This Agreement is dated and in effect as of October 29, 2023, between:

Henceforth referred to as "Contributor"

and

Cavemanon

Henceforth referred to as "Contributor"

This agreement is with respect to any and all contributions not covered any other contracts with Contributor that Contributor has submitted, hereinafter referred to as the "Work".

1 Permissions and Releases

The Contributor agrees to indemnify and hold harmless Contributor against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the Work at the request of the Contributor for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

2 Mutual Confidentiality Agreement

For mutual benefit between the Contractor and the Contractee, both parties may provide or gain access to certain confidential and proprietary information. A party disclosing its Confidential Information to the other party is hereafter referred to as a "Disclosing Party." A party receiving the Confidential Information of a Disclosing Party is hereafter referred to as a "Receiving Party." In consideration of the mutual promises and covenants set forth in this Agreement, the parties hereby mutually agree as follows:

2.1 Confidential Information

Confidential information is: Specific information. The term "Confidential Information" as used in this Agreement shall mean any data or information that is competitively sensitive material and not generally known to the public, including, but not limited to, information relating to any of the following, which Disclosing Party considers confidential:

- 'Personal Information' which includes all personal identifiable information where reasonable are steps are taken to prevent its disclosure, propagation, and/or distribution. Agreement to these terms constitutes reasonable steps being taken to prevent disclosure, propagation, or public distribution for any personal identifiable information within this contract.
- 'Communication Information' which includes all information spread through digital communications where reasonable are steps are taken to prevent its disclosure, propagation, and/or distribution.
- 'Accounting Information' which includes all books, tax returns, financial information, financial forecasts, pricing lists, purchasing lists and memos, pricing forecasts, purchase order information, supplier costs and discounts, or related financial or purchasing information.
- 'Business Operations' which includes all processes, proprietary information or data, ideas or the like, either in existence or contemplated related to Disclosing Party's daily and long-term plans for conducting Disclosing Party's business.
- 'Computer Technology' which includes all computer hardware, software or other tangible and intangible equipment or code either in existence or development.
- 'Customer Information' which includes the names of entities or individuals, including their affiliates and representatives, that Disclosing Party provides and sells its services or goods to, as well as any associated information, including but not limited to, leads, contact lists, sales plans and notes, shared and learned sales information such as pricing sheets, projections or plans, agreements, or such other data.
- 'Marketing and Sales Information' which includes all customer leads, sales targets, sales markets, advertising materials, sales territories, sales goals and projections, sales and marketing processes or practices, training manuals or other documentation and materials related to the sales, marketing and promotional activities of the Disclosing Party and its products or services.
- 'Proprietary Rights' which includes any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, trade names, domain names, logos, trademarks, service marks, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, whether protected under contract or otherwise under law, and other similar rights or interests in intellectual property.

- 'Procedures and Specifications' which includes all procedures and other specifications, criteria, standards, methods, instructions, plans or other directions prescribed by Disclosing Party for the manufacture, preparation, packaging and labelling, and sale of its products or services.
- 'Product Information' which includes Disclosing Party's products which are being contemplated for sale, manufactured, marketed, listed, or sold, including any fixes, revisions, upgrades, or versions, of which consists of all data, software and documentation related thereto.

2.2 Exclusions from Confidential Information.

The obligation of confidentiality with respect to Confidential Information will not apply to any information:

- If the information is or becomes publicly known and available other than as a result of prior unauthorized disclosure by Receiving Party;
- If the information is or was received by Receiving Party from a third party source which, to the best knowledge of Receiving Party, is or was not under a confidentiality obligation to Disclosing Party with regard to such information;
- If the information is disclosed by Receiving Party with the Disclosing Party's prior written permission and approval;
- If the information is independently developed by Receiving Party prior to disclosure by Disclosing Party and without the use and benefit of the Disclosing Party's Confidential Information; or
- If Receiving Party is legally compelled by applicable law, by any court, governmental agency or regulatory authority or by subpoena or discovery request in pending litigation but only if, to the extent lawful, Receiving Party give prompt written notice of that fact to Disclosing Party prior to disclosure so that Disclosing Party may request a protective order or other remedy to prevent or limit such disclosure and in the absence of such protective order or other remedy, Receiving Party may disclose only such portion of the Confidential Information which it is legally obligated to disclose.

2.3 Obligation to Maintain Confidentiality.

With respect to Confidential Information:

- Receiving Party agree to retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;
- Receiving Party shall adopt and/or maintain security processes and procedures to safeguard the confidentiality of all Confidential Information received by Disclosing Party using a reasonable degree of care, but not less than that degree of care used in safeguarding its own similar information or material;
- Upon the termination of this Agreement, Receiving Party will ensure that all documents, memoranda, notes and other writings or electronic records prepared by it that include or reflect any Confidential Information are returned or destroyed as directed by Disclosing Party;
- If there is an unauthorized disclosure or loss of the Confidential Information by Receiving Party, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss; and
- The obligation not to disclose Confidential Information shall Remain in effect until **5 years from the date hereof**, except to the extent that such Confidential Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above, except for Personal Information. **Confidentiality of Personal Information will survive the termination of this Agreement, and at no time will Receiving Party be permitted to disclose Personal Information, except to the extent that such Personal Information is excluded from the obligations of confidentiality under this Agreement pursuant to Paragraph 2 above.**

2.4 Disclaimer

There is no representation or warranty, express or implied, made by Disclosing Party as to the accuracy or completeness of any of its Confidential Information. Except for the matters set forth in this Agreement, neither party will be under any obligation with regard to the Transaction. Either party may, in its sole discretion: (a) reject any proposals made by the other party with respect to the Transaction; (b) terminate discussions and negotiations with the other party at any time and for any reason or for no reason; and (c) change the procedures relating to the consideration of the Transaction at any time without prior notice to the other party.

2.5 Remedies

Each party agrees that use or disclosure of any Confidential Information in a manner inconsistent with this Agreement will give rise to irreparable injury for which: (a) money damages may not be a sufficient remedy for any breach of this Agreement by such party; (b) the other party may be entitled to specific performance and injunction and other equitable relief with respect to any such breach; (c) such remedies will not be the exclusive remedies for any such breach, but will be in addition to all other remedies available at law or in equity; and (d) in the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final non-appealable order that Receiving Party has breached this Agreement, Receiving Party will be liable for reasonable legal fees and expenses incurred by Disclosing Party in connection with such litigation, including, but not limited to, any appeals.

2.6 Notices

All notices given under this Agreement must be in writing. A notice is effective upon receipt and shall be sent via one of the following methods: delivery in person, overnight courier service, certified or registered mail, postage prepaid, return receipt requested, addressed to the party to be notified at the below address or by facsimile at the below facsimile number or in the case of either party, to such other party, address or facsimile number as such party may designate upon reasonable notice to the other party. Notices may also be sent via any electronic communication service mutually agreed upon for use by both parties.

3 Copyright Notice

Copyright on Work is in Contributor's name. Contributor reserves the right to incorporate the Work into projects for anyone other than the Contributor, and reserves the right to license the Work (or components thereof) on terms of Contributor's choice without restriction.

On the below section, check only the boxes that apply to you given your position. Most people will only check one box. If you are unsure of what options to pick, talk with the person offering you this contract to figure out what exact copyright licensing scheme you wish to put your work under while working with Cavemanon.

The Contributor agrees to...:

license the Work under the CC0 1.0 Universal (CC0 1.0) Public Domain Dedication as defined by Creative Commons along with licensing use of any relevant to Work trademarks or patents to the Contributor.

license the Work under the Attribution 4.0 International (CC BY 4.0) as defined by Creative Commons along with licensing use of any relevant to Work trademarks or patents to the Contributor.

license all software of the Work under the terms of the GNU Affero General Public License as published by the Free Software Foundation. (only select if work is related to software)

Assign the copyright of the Work to the Contributor indefinitely and without any cost to the Contributor. Note: this means legal surrender of all copyrights related to the Work to the Contributor.

4 Free Contributor

The Contributor and Contributor are independent parties and nothing in this Agreement shall constitute either party as the employer, principal or partner of or joint venture with the other party. Neither the Contractor nor Contributor has any authority to assume or create any obligation or liability, either express or implied, on behalf of the other.

The Contributor and Contributor, unless other agreements specify otherwise, agree that this document does not imply or expressly state that any financial compensation to either side is necessary for the Work done.

5 General

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and the parties shall, in good faith, attempt to modify the invalid provision, so it becomes a valid provision.

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all prior written or oral agreements with respect to the subject of this Agreement. This Agreement may not be modified or amended without the express written agreement of both parties. Waiver of any provision of this Agreement by a party shall not constitute a waiver of any other provision or waiver of the same provision at any other time.

The undersigned agrees to the terms of this agreement on behalf of his or her organization or business.

On behalf of the Contributee: Cavemanon
CLIENT REPRESENTATIVE

Date: October 29, 2023

The Contributor:
CONSULTANT NAME

Date: October 29, 2023