

Eagle Contribution License and Submission Terms

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These Eagle Contribution License and Submission Terms (the “Terms”) govern Contributions provided to repositories controlled or maintained by **Eagle AI Corp**, a Delaware corporation (“**Eagle**”), by any individual or legal entity that Submits a Contribution (“**Contributor**”).

1. Purpose, Scope, and Acceptance by Submission

These Terms establish the conditions under which Contributor may Submit Contributions to Eagle Projects and grant Eagle the rights necessary to develop, distribute, commercialize, and license those Contributions.

These Terms apply only to Contributions Submitted after Eagle conspicuously publishes these Terms in, or links to them from, the applicable repository. By submitting, uploading, pushing, committing, proposing, or otherwise providing a pull request, patch, issue attachment, model, weight, dataset, documentation, or other Contribution to an Eagle repository after that publication, Contributor agrees to these Terms with respect to that Contribution. No signature, completed form, separate submission, or other acceptance procedure is required. Merely viewing a repository or these Terms does not constitute acceptance.

If Contributor Submits a Contribution for or on behalf of an employer, client, company, or other legal entity, Contributor represents that Contributor has authority to bind that entity to these Terms with respect to the Contribution. A person who does not agree to these Terms, or who lacks required authority, must not Submit a Contribution.

2. Definitions

2.1 Contribution

“**Contribution**” means any original work of authorship, invention, discovery, improvement, modification, data, material, or other content intentionally Submitted by or on behalf of Contributor to an Eagle repository for possible inclusion in, use with, or development of an Eagle Project.

Contributions may include:

- Source code and object code;

- Patches, pull requests, issue attachments, commits, and modifications;
- Model architectures, weights, parameters, checkpoints, and weight deltas;
- Training, inference, evaluation, and optimization materials;
- Configuration files, scripts, adapters, interfaces, and integrations;
- Specifications, documentation, tests, examples, and tutorials;
- Datasets, metadata, annotations, and data-processing materials;
- Designs, graphics, technical materials, and other copyrightable works;
- Suggestions and technical proposals intended for implementation; and
- Contributions intended for another external project.

A Contribution does not include a communication conspicuously designated in writing as **“Not a Contribution,” “For Discussion Only,”** or with a substantially similar designation.

2.2 Eagle Project

“Eagle Project” means Eagle 4, EAGLE-Harness, EAGLE Efficient LM Head, any related software, model, model material, service, documentation, integration, repository, or technology controlled or maintained by Eagle, and any project to which Eagle directs or submits a Contribution.

2.3 Submit

“Submit” means to submit, upload, push, commit, propose, or otherwise provide a Contribution to an Eagle repository through any method, including:

- A pull request, issue attachment, patch, or commit;
- A repository, code-review, or collaboration platform;
- An upload, file transfer, or repository-integrated messaging or collaboration service;
- An Eagle-controlled mailing list or communication channel;
- Direct submission to an Eagle employee or authorized maintainer; or
- Submission to an external project at Eagle’s request or with Eagle’s approval.

2.4 Entity Contributions

An employer, client, company, corporation, limited liability company, partnership, nonprofit organization, academic institution, government entity, or other legal entity is a Contributor when a person with authority Submits a Contribution for or on its behalf.

A Contribution Submitted for or on behalf of an entity binds that entity to these Terms with respect to the Contribution when the person Submitting it has authority to do so. No contributor roster, separate corporate form, or separate execution procedure is required.

3. Ownership of Contributions

Contributor retains ownership of Contributor's original Contributions.

These Terms do not transfer ownership of a Contribution to Eagle. Contributor's ownership is, however, subject to:

- The licenses and permissions granted to Eagle under these Terms;
- Any third-party rights identified in accordance with these Terms; and
- Eagle's and third parties' ownership of preexisting materials incorporated into or modified by the Contribution.

Contributor acknowledges that Eagle and other persons may independently develop materials that are similar to or compete with a Contribution.

4. Copyright and Related-Rights License

Contributor grants Eagle a **worldwide, perpetual, irrevocable, nonexclusive, royalty-free, fully paid, transferable, and sublicensable** license under all copyrights and similar rights owned or controlled by Contributor in each Contribution to:

1. Reproduce and copy the Contribution;
2. Prepare derivative works and collective works;
3. Modify, adapt, edit, translate, arrange, port, convert, and combine it with other materials;
4. Publicly display and publicly perform it;
5. Publish, distribute, transmit, communicate, and make it available;
6. Host, operate, execute, and provide it as or through a service;
7. Train, fine-tune, test, evaluate, and develop software, models, systems, and services using it;

8. Commercialize, manufacture, have manufactured, market, offer, sell, license, and otherwise exploit it;
9. Import and export it, subject to applicable law;
10. Exercise and enforce the licensed rights, including pursuing claims concerning unauthorized copying or use; and
11. Authorize any person to exercise any of the foregoing rights.

The license includes the right for Eagle to use, distribute, sublicense, and relicense a Contribution under one or more of the following, separately or in combination:

- The **Eagle 4 Source-Available License**;
- An Eagle commercial license;
- The **Apache License, Version 2.0**;
- Another open-source license;
- Another source-available license;
- A proprietary or closed-source license;
- A model, model-weight, checkpoint, dataset, or content license;
- A license used by another external project;
- A customer-specific, partner-specific, or project-specific license; or
- Any present or future licensing or commercialization structure selected by Eagle.

Eagle may exercise these rights with or without a fee and, to the extent legally permitted, with or without attribution to Contributor. Nothing in these Terms requires Eagle to impose the same terms on every recipient or use the same license for every version, component, distribution, customer, or project.

The rights granted under this Section apply for the full duration of the applicable intellectual-property rights, including renewals, extensions, and restorations.

5. Patent License

Contributor grants Eagle and recipients authorized by Eagle a worldwide, perpetual, irrevocable, nonexclusive, royalty-free, fully paid, transferable, and sublicensable patent license under all patent claims that Contributor owns or controls and that are necessarily infringed by:

1. The Contribution alone;
2. The Contribution in combination with the Eagle Project to which it was submitted; or
3. Eagle's or its authorized recipients' exercise of rights granted under these Terms.

The patent license includes the right to:

- Make and have made;
- Use and have used;
- Offer to sell and sell;
- Import and export;
- Reproduce and distribute;
- Host and provide as a service;
- License and sublicense; and
- Otherwise transfer and commercialize the Contribution and applicable Eagle Project.

The patent license does not apply to claims infringed solely because Eagle or another person later combines the Contribution with materials unrelated to the Eagle Project to which the Contribution was submitted, unless Contributor expressly approves that combination or the Contribution was reasonably intended for it.

5.1 Patent Retaliation

If Contributor or an entity controlled by Contributor initiates a patent claim alleging that an Eagle Project, Contribution, or authorized use of either infringes a patent, Eagle may terminate the patent licenses granted to Contributor by Eagle for the project that is the subject of the claim.

This provision does not apply to:

- A claim asserted solely in response to an earlier patent claim brought against Contributor;
- A good-faith request for clarification or licensing discussions that does not initiate a legal proceeding; or
- A claim that Eagle materially exceeds the rights granted by Contributor under these Terms.

Termination under this subsection does not revoke the copyright and patent licenses Contributor granted to Eagle.

6. Moral Rights and Similar Rights

To the maximum extent permitted by applicable law, Contributor:

1. Waives all moral rights, rights of integrity, rights of attribution, rights of withdrawal, and similar rights in each Contribution; and
2. Agrees not to assert or enforce those rights against Eagle, its affiliates, licensees, sublicensees, distributors, customers, partners, successors, or assigns.

If applicable law does not permit waiver of a right, Contributor grants all consents necessary for Eagle and its authorized recipients to exercise the rights granted under these Terms without further approval from Contributor.

This Section does not require Contributor to waive a right that applicable law makes nonwaivable.

7. Contributor Representations

Contributor represents, as of each Submission, that Contributor has made a reasonable and good-faith inquiry and believes that:

1. **Ownership or control.** Contributor owns or controls the rights necessary to Submit the Contribution and grant the rights stated in these Terms.
2. **Authority.** Contributor has legal capacity and authority to agree to these Terms by Submission.
3. **Employment and client obligations.** Contributor has obtained any permission required from an employer, client, university, funding source, co-owner, or other person with rights in the Contribution.
4. **Entity authority.** If a Contribution is Submitted for or on behalf of an employer, client, company, or other legal entity, the person Submitting it has authority to bind that entity to these Terms with respect to the Contribution.
1. **Originality and disclosure.** The Contribution is original to Contributor except for third-party materials clearly disclosed to Eagle.

2. **Third-party materials.** Contributor has fully and accurately disclosed all third-party materials included in or required by the Contribution, including:

- Code and dependencies;
- Models, weights, checkpoints, and weight deltas;
- Datasets, annotations, and training materials;
- Documentation and copied text;
- Images, media, designs, and other content;
- Copied or adapted snippets;
- Generated or AI-assisted materials; and
- Applicable licenses, notices, sources, and use restrictions.

1. **Confidential information.** The Contribution does not knowingly contain confidential information, trade secrets, or proprietary materials that Contributor is not authorized to disclose and license.

2. **Personal data.** The Contribution does not knowingly contain personal data unless Eagle has approved its inclusion in writing and Contributor has all rights and legal authority necessary to provide and use it.

3. **Security.** The Contribution does not knowingly contain malicious code, malware, undisclosed credentials, access tokens, secrets, backdoors, intentionally harmful code, or undisclosed material security vulnerabilities.

4. **Export controls.** The Contribution does not knowingly contain export-controlled or sanctions-restricted materials that Contributor is not legally authorized to submit.

5. **Third-party rights.** Contributor is not aware of facts indicating that the Contribution unlawfully infringes, misappropriates, or violates another person's intellectual-property or proprietary rights.

6. **Other agreements.** Contributor is not knowingly violating another agreement, court order, fiduciary obligation, or legal duty by Submitting the Contribution or granting the rights under these Terms.

These representations are based on Contributor's knowledge after reasonable inquiry. They are not an absolute warranty that a Contribution cannot be alleged or determined to infringe a third party's rights.

Contributor must promptly notify Eagle at licensing@eagle.ai if Contributor learns that a representation in this Section was inaccurate when made or has become materially inaccurate.

8. Contributions on Behalf of an Entity

When a person with authority Submits a Contribution for or on behalf of an employer, client, company, or other legal entity, the Contribution is Submitted by both that person and the entity, and the licenses, representations, and other obligations in these Terms apply to each of them to the extent of the rights each owns or controls.

9. Attribution and Contributor Identity

Eagle may preserve copyright, authorship, commit-history, and attribution information supplied with a Contribution. Eagle may also identify Contributor as a project contributor in repositories, release notes, documentation, or customary contribution records.

Eagle is not required to:

- Credit Contributor in every copy, distribution, interface, or product;
- Preserve a particular form or placement of attribution;
- Use Contributor's name in marketing or publicity;
- Maintain Contributor's name in a modified or consolidated work; or
- Attribute materials where attribution is impractical or not legally required.

Except for customary contribution records and factual identification of authorship, neither party may use the other party's names, trademarks, logos, or personnel names in advertising, endorsements, or promotional materials without prior written permission.

Contributor grants Eagle permission to use Contributor's name, username, and supplied contact information as reasonably necessary to administer Contributions, maintain provenance records, satisfy legal or licensing requirements, and identify authorship.

10. Eagle's Discretion Regarding Contributions

Eagle has no obligation to:

- Review, accept, merge, or use a Contribution;
- Include it in any Eagle Project;

- Respond within a particular period;
- Maintain or support it;
- Distribute or commercialize it;
- Credit Contributor;
- Continue any project, feature, integration, or distribution; or
- Use a Contribution under any particular license.

Eagle may, in its discretion:

- Reject or defer a Contribution;
- Request changes or supporting information;
- Modify, combine, rewrite, reformat, or replace it;
- Remove it from an Eagle Project;
- Discontinue or stop distributing it;
- Use only part of it;
- Release different versions under different licenses; or
- Submit or license it to another external project.

Submission does not guarantee acceptance.

11. No Confidentiality Obligation

Contributions are submitted on a **nonconfidential basis**.

Contributor must not submit confidential information or trade secrets unless Eagle has expressly agreed in writing to receive the identified information under confidentiality obligations.

Eagle has no duty to keep an ordinary Contribution confidential and may publicly disclose, distribute, discuss, or use it in accordance with these Terms.

A separate written nondisclosure agreement applies only to information expressly covered by that agreement and does not reduce the rights granted to Eagle in a Contribution unless it specifically states otherwise.

12. Independent Development and Similar Materials

Eagle and other contributors may currently or later develop, receive, acquire, or commercialize technology, materials, or ideas that are similar to or compete with a Contribution.

Nothing in these Terms restricts independent development or requires Eagle to compensate Contributor because Eagle develops or uses similar materials, provided that Eagle does not exceed rights lawfully available to it.

13. Contributions Provided “As Is”

Each Contribution is provided **“AS IS”** and **“AS AVAILABLE.”**

To the maximum extent permitted by law, Contributor disclaims all express, implied, and statutory warranties concerning the Contribution, including warranties of:

- Merchantability;
- Fitness for a particular purpose;
- Title;
- Accuracy;
- Quality;
- Noninfringement; and
- Absence of defects.

This disclaimer does not limit Contributor’s express representations in Section 7 or liability for fraud, intentional misconduct, or another liability that cannot legally be disclaimed.

14. No Support Obligation

Contributor has no obligation to:

- Provide maintenance, support, updates, or corrections;
- Respond to questions;
- Participate in future development;
- Continue contributing; or
- Provide additional documentation or services.

Any support or services will be governed by a separate written agreement.

15. No Employment, Partnership, or Agency

These Terms do not create:

- An employment or contractor relationship;
- A partnership or joint venture;
- An agency, fiduciary, or franchise relationship;
- An obligation to compensate Contributor; or
- Authority for either party to bind the other.

Contributor is not entitled to wages, royalties, benefits, expense reimbursement, or other compensation for a Contribution unless Eagle expressly agrees otherwise in a separate signed writing.

16. Enforcement and Cooperation

The license under Section 4 includes the right, but not the obligation, for Eagle to enforce the licensed rights in a Contribution.

At Eagle's reasonable request, Contributor will provide reasonable assistance necessary to confirm provenance, document ownership, correct attribution, or support enforcement relating to a Contribution. Eagle will reimburse reasonable, preapproved out-of-pocket expenses for requested assistance.

Nothing requires Contributor to transfer ownership of a Contribution or participate in litigation without a separate written agreement.

17. Term and Termination

These Terms apply to each Contribution when it is Submitted after the conspicuous repository publication described in Section 1 and continue with respect to that Contribution unless terminated as expressly provided below.

Contributor may stop Submitting Contributions at any time. No notice or other document is required to do so.

Stopping future Submissions does not:

- Revoke rights previously granted to Eagle;
- Require removal of an accepted or previously submitted Contribution;

- Affect sublicenses or licenses previously granted by Eagle;
- Restrict continued licensing or commercialization of prior Contributions; or
- Affect provisions that by their nature should survive.

Eagle may stop accepting Contributions from Contributor at any time.

18. Assignment

Eagle may assign or transfer these Terms, in whole or in part, to:

- An affiliate;
- A successor to an Eagle Project;
- A purchaser of relevant assets or business operations;
- A party involved in a merger, reorganization, financing, or change of control; or
- Another entity responsible for maintaining or commercializing an Eagle Project.

Contributor may not assign these Terms or delegate Contributor's obligations without Eagle's prior written consent, except in connection with a merger, reorganization, or transfer of substantially all relevant assets if the assignee agrees in writing to be bound by these Terms.

An unauthorized assignment is void to the extent permitted by law.

19. Notices

Legal notices under these Terms must be in writing.

Notices to Eagle must be sent to:

Eagle AI Corp Email: licensing@eagle.ai

Eagle may provide notices to Contributor through the email address, repository account, or other contact information associated with Contributor's Contributions.

Electronic notice is effective when sent, unless the sender receives an automated delivery-failure notice. A party must keep its contact information reasonably current.

20. Governing Law and Venue

These Terms are governed by the laws of the **State of New York**, without regard to conflict-of-laws principles.

The parties consent to the **exclusive jurisdiction and venue of the state and federal courts located in New York County, New York**, for any dispute arising out of or relating to these Terms or a Contribution.

Each party waives any objection based on inconvenient forum or similar grounds.

21. General Terms

21.1 Entire Terms

These Terms constitute the entire agreement between Eagle and Contributor concerning covered Contributions and supersede prior or contemporaneous communications and agreements on that subject.

A separate written agreement may supplement these Terms. If a separate agreement expressly conflicts with these Terms regarding a Contribution, the more specific agreement controls for that Contribution.

Repository policies, contribution guidelines, pull-request templates, and technical procedures may supplement these Terms but do not reduce the rights granted to Eagle unless Eagle expressly agrees in writing.

21.2 Amendments

Eagle may update these Terms prospectively by conspicuously publishing the updated Terms in, or linking to them from, the applicable repository. Updated Terms apply only to Contributions Submitted after that publication.

Updated Terms do not apply retroactively to require Contributor to make new representations about a prior Contribution. Rights already granted to Eagle remain effective.

21.3 Waiver

A waiver must be in writing and signed by the waiving party. Failure or delay in exercising a right is not a waiver.

A waiver on one occasion does not constitute a waiver on another occasion.

21.4 Severability

If a provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted by law. If necessary, it will be modified only to the minimum extent required to make it enforceable.

The remaining provisions will continue in effect.

21.5 Interpretation

Headings are for convenience and do not affect interpretation.

“Include,” “includes,” and “including” mean without limitation. “Written” and “in writing” include electronic records capable of being retained and accurately reproduced.

These Terms will not be interpreted against either party solely because that party participated in drafting them.

21.6 Recommended Repository Notice

Eagle recommends the following conspicuous notice: “By submitting, uploading, pushing, committing, proposing, or otherwise providing a pull request, patch, issue attachment, model, weight, dataset, documentation, or other contribution to this repository, you agree to the Eagle Contribution License and Submission Terms linked here. If you do not agree, do not submit a contribution. If you act for an employer, client, company, or other entity, you represent that you have authority to bind that entity with respect to the contribution.”

Maintainers should place that notice, or a clear link to these Terms with substantially similar language, in CONTRIBUTING.md, the README, the pull-request template, and the repository contribution page. The link and notice should be presented before a Contribution is Submitted and maintained in a form that can be retained and accurately reproduced.

21.7 Survival

Sections concerning ownership, copyright and patent licenses, moral rights, representations relating to prior Contributions, attribution, confidentiality, independent development, disclaimers, enforcement, assignment, governing law, venue, and general terms survive termination.