ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective as of the 1 day of May, 2017

BETWEEN:

> **Andrew Beach**, an individual residing in the Province of Ontario
>
> (the "**Contributor**")

> \- and -

> **UNIVERSITY OF WATERLOO**, a post secondary institution established under the laws of the Province of Ontario, having its headquarters at 200 Avenue West, Waterloo, ON N2L 3G1, Canada

> ("**University**")

WHEREAS Contributor has made an development contribution (the "Development") to a software package known as C∀ or Cforall;

WHEREAS the Contributor is agreeable to assign, and University is desirous of acquiring, the exclusive right, title and interest in and to the Contributor's interest in and to the Development;

NOW THEREFORE in consideration of the premises and the mutual covenants, terms, conditions and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Definitions

   As used in this Agreement, the following terms shall have the following meanings:

   (a)   "**Development**" shall mean design, develop, and implement software included in the C∀ code-base.

   (b)   "**Software**" means a programming language extension of the ISO C11 programming language.

2. Assignment

   The Contributor hereby assigns to the University all his right, title and interest, whatever the same may be (but without any representation or warranty as to the nature, extent or validity thereof) which the Contributor now has or may in the future have in the Development including without limitation all copyrights, trade secrets and the right to apply for patents in Canada, the United States of America and any other country, the right to receive any letters patent that may issue from any such applications and the right to sell or license the Development (the "**Assignment**").

3. Reserved Rights

University hereby grants to Contributor an irrevocable, non-exclusive, sublicensable, fully paid up, royalty free, worldwide, right and license to use the Software and/or Development for any purpose provided that all distribution of the Software and/or Development by the Contributor (and/or other contributors to the Software and/or Development) shall be on terms that explicitly and perpetually permit anyone possessing a copy of the Software and/or Development to which the licence terms apply, and possessing accurate notice of these terms, to redistribute copies of the Software and/or Development to anyone on the same terms. These terms shall not restrict which members of the public copies may be distributed to. These terms shall not require a member of the public to pay any royalty to the Contributor or to anyone else for any permitted use of the Software and/or Development they apply to, or to communicate with the Contributor or its agents in any way either when redistribution is performed or on any other occasion .

4. Representations and Warranties

(a)   The Contributor represents and warrants that the Contributor has all necessary rights to assign the Development under this Agreement and that he has not previously granted any rights that would conflict with such assignment hereunder.

(b)   Except for representations, warranties or conditions expressly made in Subsection 4(a) of this Agreement, the rights granted hereunder are assigned on an "as is" basis and there are no representations, warranties or conditions, whether expressed or implied, under statute, common law or contract, including without limitation, any with respect to: (a) market readiness, merchantability or fitness for any use or purpose; (b) operational state, character, quality or freedom from defects; or (c) non-infringement of rights of third parties under present or future patents.

5. Further Assurances

The Contributor agrees to do all things necessary, including signing of documents where requested, to facilitate, assist, and aid University in acquiring registration of University's interest in the Development.

6. Titles

Paragraph titles in this Agreement are for purposes of convenience only and shall not be used in the interpretation of this Agreement.

7. Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives.

8. Facsimile Execution

To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by facsimile transmission. That party shall be deemed to have

executed this Agreement on the date it sent such facsimile transmission. In such event, such party shall forthwith deliver to the other party the counterpart of this Agreement executed by such party.

9.   Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed in a legally binding manner.

Andrew Beach
Andrew Beach

Witness: Aaron Moss

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UNIVERSITY OF WATERLOO

Per:

Name: Brenda Hebner
Title: Senior Manager
Research Partnerships
I/We have the authority to bind the university

25 May 2017.
Date