

ASSIGNMENT OF COPYRIGHT IN REVISIONS OF XIMIAN EVOLUTION

For \$1, the recognition of being listed as a contributor to **Ximian Evolution** from time to time in such a medium as Ximian chooses, and other good and valuable consideration received from Ximian, Inc., a Delaware corporation (hereinafter "Ximian"), the undersigned "Developer" does hereby agree as follows:

1.(a) Developer hereby agrees to assign and does hereby assign to Ximian, its successors and assigns, Developer's copyright in changes and/or enhancements to the program **Ximian Evolution** (herein called the "Program") throughout the world, including any accompanying documentation files and supporting files as well as the actual program code for the full duration of all such rights, and any renewals or extensions thereof. These changes and/or enhancements are herein called the "Works." This assignment applies to all past and future Works of Developer that constitute changes and enhancements to the Program.

(b) Ximian agrees to grant back to Developer, and does hereby grant, non-exclusive, royalty-free and non-cancelable rights to use the Works (i.e., Developer's changes and/or enhancements, not the Program that they enhance), as Developer sees fit; this grant back does not limit Ximian's rights and public rights acquired through this agreement.

(c) The parties acknowledge and agree that Ximian is, and has all the rights of, a copyright owner in the assigned copyrights (subject to the license grantback to Developer stated above) including the right to enforce the copyright and the right to use, license and distribute the Works, or any work that in whole or in part incorporates or is derived from all or part of the Works, with the Program enhanced thereby or as stand-alone modules, all as made or acquired by Developer or in modified form. Ximian may charge a fee of its choosing for the service of distribution, and allow others to do the same.

2. Developer will report occasionally, on his initiative and whenever reasonably requested by Ximian, the Works which are covered by this agreement, and (to the extent known to Developer) any outstanding rights, or claims of rights, of any person, that might be adverse to the rights of Developer or Ximian or to the purpose of this agreement.

3. The parties shall execute such documents and undertake such acts as may be requested by the other to implement the letter and spirit of this agreement and any conveyance stated herein, subject to a limitation of reasonableness of such request with attention to cost and time burdens imposed thereby.

4. Ximian agrees to distribute the Works or a Program enhanced by the Works under a license that complies with the Debian Free Software Guidelines; the GNU General Public License is an example of such a license. Ximian may at its sole discretion also offer the Works or a Program enhanced by the Works under other license terms.

5. Developer hereby agrees that if he has or acquires hereafter any patent or copyright or other intellectual property interest dominating the Works, the Program, the Program as enhanced by the Works, or other enhancements to the Program, or the use of any of those, such dominating interest will not be used to undermine the effect of this assignment, i.e. Ximian and the general public will be licensed to use, in that Program or Programs and their derivative works, without royalty or limitation, the subject matter of the dominating interest. This license provision will be binding on the assignees of, or other successors to, the dominating interest, as well as on Developer. This license grant is nonexclusive, royalty-free and non-cancelable.

6. (a) Developer warrants to Ximian that his reports in accord with section 2 above are accurate and that he is the sole copyright holder of the Works conveyed either now or in the future under this agreement. Developer agrees to hold Ximian harmless from damage arising out of any breach of this warranty—any adverse ownership interest not reported by Developer and resulting in direct or indirect harm to Ximian. Developer is not obliged to defend Ximian against any spurious claim of adverse ownership, but will cooperate with Ximian in defending against any such claim and will indemnify Ximian for all losses if the claim is not spurious, i.e. if the adverse claimant is a true owner and Ximian is thereby damaged, including but not limited to the amount of all adverse damage judgments and costs of litigation.

(b) Developer makes no other express or implied warranty (including without limitation, in this disclaimer of warranty, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE).

7. This agreement shall be construed, and the legal relations between the parties determined, in accordance with the law of the Commonwealth of Massachusetts, and if applicable, the laws of the United States of America. The parties hereby submit to the jurisdiction and venue of the courts of the Commonwealth of Massachusetts to resolve any disputes regarding this agreement.

Thank you for contributing to the Evolution project!

Signature: _____

Name: _____

Date: _____

ACCEPTED: XIMIAN INC.

Nat Friedman, VP Product Development