

Xara Contributor Agreement (“Agreement”)

In order for Xara Group Limited (“Xara”) to be able to use any Contribution I (both as defined below) wish to make to a product or project (collectively “Product”) owned or managed by Xara, I understand that I must sign this Agreement and send it by post, fax or (if scanned) email to Xara at the address/numbers shown below:

Address: Gaddesden Place, Hemel Hempstead, HP2 6EX, UK.
Fax No: int + 44 1442 350010
Email: developers@xara.com

I realise that the purpose of this Agreement is to enable the ownership of any Product to be precisely determined and that Xara will not use My Contribution unless I agree to the terms of it. I understand, therefore, that it is imperative that I read this Agreement carefully and that I only sign and return it to Xara if I understand its terms and agree to them.

1. “Contribution” means any object code, source code, specification, documentation, patch, graphic, computer file, email, sample, tutorial, posting, or any other related materials submitted by Me in the past, presently or in the future to Xara in relation to a Product, excluding any submissions that I clearly designate as “Not a Contribution”. “GPL” means the GNU Public License Version 2, or any successor version to it. “GPL Software” means software derived from My Contribution by Xara and distributed under the GPL.

2. I hereby transfer to Xara, with the intent that Xara and I shall be joint owners of My Contribution, the copyright (including future copyright) and all other relevant intellectual property rights throughout the world in My Contribution for all the residue of the term of such copyright and/or the term of such other relevant intellectual property rights.

3. I agree and it is my intention that both Xara and I shall be able to do all such things in relation to My Contribution as if each of us respectively were the sole owners of the copyright and all other relevant intellectual property rights in My Contribution. For the avoidance of doubt, I agree that neither party shall assert any moral rights against the other in respect of My Contribution nor shall either party restrict or seek to restrict the other in respect of any action or use the other may take or make in respect of My Contribution anywhere in the world or seek any fees from the other for such action or use.

4. Further to the above, I hereby grant to Xara and to recipients of the Product (or software derived from the Product containing My Contribution), a perpetual, worldwide, non-exclusive, royalty-free, irrevocable patent licence sufficient to ensure that the terms of section 3 can be fulfilled and in particular in circumstances where a patent has been granted to Me or to any other person in receipt of My Contribution which is infringed by My Contribution. For the avoidance of doubt, such patent licence shall cover those patent claims licensable by Me (or such other person) which are infringed by My Contribution, either alone or in combination with the Product.

5. By signing this Agreement, I represent that My Contribution is My original work, that I have not executed any prior transfer of ownership in My Contribution and that I have the full power and authority to transfer the rights in My Contribution as provided herein. I also represent that, to the best of My knowledge and belief, My Contribution does not violate the intellectual property rights (or any other relevant rights) of any other person.

6. Xara hereby grants to Me and to recipients of GPL Software, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable patent licence in respect of patent claims licensable by Xara which are infringed by the GPL Software.

7. In the event that Xara modifies a source code file which incorporates My Contribution and distributes that modified source code file (or object code built using that modified source code file), then Xara will, within 30 days of such distribution, make publicly available that modified source code file under the GPL.

8. It is my intention that the transfer to joint ownership and the licences granted in sections 2 and 4 above shall be effective on the date I first submit a Contribution to a Project, even if such submission preceded the date below or, if that is not possible for any reason, the earliest time such transfer and licences can be effective under applicable law.

9. I agree that this Agreement shall be governed by and construed in accordance with the laws of England, shall be subject to the exclusive jurisdiction of the English Courts and shall be interpreted and construed in accordance with the English language.

10. I have retained a signed original Agreement for My records

Full name: (“I”, “Me”, “My”)

My Signature: Date:.....

Mailing Address:
.....
.....
.....

Telephone:

Facsimile:

Email: