Joint Copyright Assignment by Ongoing Contributor

To International Business Machines Corporation ("IBM")

Contact Information:

Ongoing Contributor

Name: Microsoft Corporation

Representative: Ronald Ruzicka

E-mail: ronruz@microsoft.com

Mailing Address: One Microsoft Way

Redmond, WA 98052-6399

Telephone: (425) 706-7355

Facsimile:

Country: USA

Ongoing Contributor (hereafter "You") agree that the following terms and conditions shall apply to all Ongoing Contributions made after execution of this Agreement. A Contribution is created by one or more "Authors".

A "Contribution" is defined as all source code and related material delivered by You to IBM for incorporation into the ICU Open Source Project and accepted by IBM, the ICU Open Source Project including, for example, ICU4C, ICU4J and ICU4JNI packages.

"Patent Rights" mean patent claims licensable assertable by You which are necessarily infringed by the use or distribution of the Contribution alone or when combined with the ICU project code and/or related materials.

Authors. You, the Contributor, will provide IBM with one or more Addendum to Joint Copyright Assignment by Ongoing Contributor: Authors forms, each listing one or more Authors. You agree to ensure that all of these Authors agree to adhere to the terms of this agreement. You may obtain Contributions from these Authors, and such Contributions may be aggregated into a Contribution that You contribute. You may not obtain and aggregate Contributions from anyone who was not added as an Author. IBM will grant one or more of these Authors commit privilege. Any code incorporated into the ICU source code by one of your committer Authors will be counted as part of Your Contribution under this Agreement.

Third-party material. You, the Contributor, will notify IBM of third party material or code to be used in a Contribution before such material is included in a Contribution; that is, before such material is committed to the ICU source code.

Rights affecting the use of a Contribution. You, the Contributor, will notify IBM if You or any of Your Authors know of any rights – such as patents or contract restrictions – related to the Contribution that would affect its use and distribution by others, before such material is included in the Contribution; according to Your Authors actual knowledge on the date of a Contribution, and without further inquiry or any patent search.

Copyright Assignment. For good and valuable consideration, receipt of which You acknowledge, You hereby assign to IBM joint copyright ownership in the Contribution. You retain joint ownership in the Contribution without restriction. IBM and You will jointly own the Contribution and each shall be free to use, perform, execute, copy, make derivative works of, distribute, sell, license and otherwise transfer the Contribution and derivative works thereof at each party's sole discretion, without any obligation of or accounting to the other. You agree that this assignment may be submitted by IBM to register a copyright in the Contribution.

Representations and Warrantees. You represent the following with respect to each Contribution:

- 1) that You own, and have obtained sufficient rights in the Contribution to grant all rights necessary for IBM to include the Contribution in an ICU package and/or related materials, including but not limited to the right to use, perform, execute, copy, make derivative works of, distribute, sell, license and otherwise the Contribution; and
- 2) that you will provide IBM with a brief description of each Contribution, via a comment for each commit to the ICU source code repository; and
- 3) that You will provide IBM with a list of new, additional Authors of any Contribution to ICU, before committing code from them to the ICU source code repository, via the *Addendum to Joint Copyright Assignment by Ongoing Contributor: Authors*, which will be incorporated in its entirety into this agreement. (Only new, additional Authors need to be listed.)

Covenant Not to Sue. You agree not to initiate suit asserting any Patent Rights in the Contribution against those who use or distribute the Contribution or the Contribution in combination with the ICU project code and/or related materials to which it was contributed: (1) only if such use or distribution of the Contribution or the combination is for the purpose of implementing the ICU APIs; and (2) with respect to combinations, only if, at the time the Contribution is submitted by You, the addition of the Contribution causes such combination to be covered by the Patent Rights. Notwithstanding the foregoing, this agreement not to initiate suit by You shall not apply to any party who asserts its own patent rights against You.

Governing Law. This Copyright Assignment shall be governed by the intellectual property laws of the United States of America and the substantive laws of the state of New York applicable to agreements fully executed and performed within the state of New York.

THE CONTRIBUTIONS ARE OTHERWISE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE CONTRIBUTOR BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE CONTRIBUTION OR THE USE OR OTHER DEALINGS IN THE CONTRIBUTION.

Signed:

Date: 4/5/16

Printed Name and Title: Kevin Gello, CUP

Please complete this form electronically and email it to the requester or to icuintl@us.ibm.com. After review by IBM, please print and sign this form and send it to the following address:

IBM ICU Project, c/o Steven R. Loomis 4400 NORTH FIRST STREET SUITE 100 SAN JOSE CA 95134

Fax: +1 408 956 3721 Attn: Steven R. Loomis

Addendum to Joint Copyright Assignment by Ongoing Contributor: Authors

To International Business Machines Corporation ("IBM")

Contact Information:

Ongoing Contributor

Name: Microsoft Corporation

Representative: Ronald Ruzicka

E-mail: ronruz@microsoft.com

Mailing Address: One Microsoft Way

Redmond, WA 98052-6399

Telephone: (425) 706-7355

Facsimile:

Country: USA

Ongoing Contributor (hereafter "You") agree that the following terms and conditions shall apply to all Ongoing Contributions made after execution of this Agreement. A Contribution is created by one or more "Authors".

A "Contribution" is defined as all source code and related material delivered by You to IBM for incorporation into the ICU Open Source Project and accepted by IBM, the ICU Open Source Project including, for example, ICU4C, ICU4J and ICU4JNI packages.

Authors. You, the Contributor, are providing IBM with this Author form, listing one or more Authors. You agree to ensure that all of these Authors agree to adhere to the terms of the associated Joint Copyright Assignment by Ongoing Contributor Agreement. You may obtain Contributions from these Authors, and such Contributions may be aggregated into a Contribution that You contribute. IBM may grant one or more of these Authors commit privilege. Any code incorporated into the ICU source code by one of your committer Authors will be counted as part of Your Contribution under this agreement.

List of Authors to be added to the Joint Copyright Assignment by Ongoing Contributor

Axel Andrejs aandrejs@microsoft.com N/A Shawn Steele shawnste@microsoft.com N/A	
Shawn Steele shawnste@microsoft.com N/A	Yes
	Yes
Erik Fortune erik@microsoft.com N/A	Yes
Jeff Genovy jefgen@microsoft.com N/A	Yes
Ron Ruzicka ronruz@microsoft.com N/A	Yes

If any of the Authors are employed by a university (or are a student thereof), corporation or other entity, please confirm that those Authors have been given permission by the university, corporation or other entity to assign joint copyright rights to the Contribution, if applicable.

Signed:

Date: 4/5/16
Printed Name and Title: Kevin Gello, CUP

Please complete this form electronically and email it to the requester or to icuintl@us.ibm.com. After review by IBM, please print and sign this form and send it to the following address:

IBM ICU Project, c/o Steven R. Loomis 4400 NORTH FIRST STREET SUITE 100 San Jose, CA 95134 USA

Fax: +1 408 956-3721

^{*} The question about employment applies if You are an entity (e.g., corporation or university).