

CORPORATE ASSIGNMENT

AND

LICENSE AGREEMENT

This Assignment and License Agreement (this "Agreement") is entered into by and between the IETF Trust (the "Trust"), a Virginia Trust, and _____, a _____ with a principal place of business at _____ ("Assignor").

WHEREAS, the purposes of the Trust include the advancement of educational and public interest by acquiring, holding, maintaining and licensing certain existing and future intellectual property and other property used in connection with the Internet standards process and its administration, for the advancement of the science and technology associated with the Internet and related technology;

WHEREAS, the beneficiary of the Trust is the Internet Engineering Task Force ("IETF"), a large open international community of network designers, operators, vendors, and researchers concerned with the evolution of the Internet architecture and the smooth operation of the Internet;

WHEREAS, IETF will hold a Code Sprint event on December 1, 2007 in Vancouver, British Columbia, Canada (the "Event") and Assignor desires to participate in the Event; and

WHEREAS, Assignor desires to transfer and assign to the Trust, and the Trust desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to any copyrights in software code (including any object code, source code, documentation or other related materials and any modifications or additions to an existing work) developed by or on behalf of Assignor in connection with the Event (the "Code");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Assignment of Intellectual Property Rights.** Assignor hereby assigns and transfers to the Trust, its successors, legal representatives and assigns, any and all right, title and interest in and to the copyrights in the Code, including (a) all rights to print, reprint, publish, copy or reproduce the Code in any manner or by any method whatsoever, and to display, perform or make derivations of the Code in any manner, including all digital representations of the work, and to distribute to the public any resulting prints, reprints, publications, copies, reproductions or derivations of the Code; (b) any and all registrations, renewals and extensions of any such copyrights in the Code that may be secured under the laws now or hereafter pertaining thereto in the United States or in any other country; and (c) all rights to sue for infringement of any copyright in the Code.

2. **Grant of License.** Subject to the terms and conditions of this Agreement, Assignor hereby grants to the Trust a perpetual, transferable, worldwide, royalty-free, non-exclusive, irrevocable, license, with the right to sublicense, under any trade secrets and any patent claims

owned or controlled by Assignor that are embodied in the Code, to make, have made, use, sell, offer for sale and import the Code and any derivatives of the Code.

3. **Attribution Rights.** Assignor shall identify any patent or trademark notices included in the Code, as well as any notices of licensing and any descriptive text identified therein as an “Attribution Notice.” As a condition of any sublicense of the Code, the Trust shall require in each such sublicense agreement that sublicensees cause the Code or any derivatives of the Code to retain such notice.

4. **Representations and Warranties.** Assignor represents that: (a) Assignor has the right, authority and power to enter into this Agreement and to assign the copyright in the Code to the Trust and grant the licenses set forth in Section 2; (b) the Code assigned hereunder is the Assignor’s original creation; (c) Assignor does not have any obligations to any third party whether by law or by contract, that could in any way prohibit Assignor from assigning, or conflict with the assignment of, the Code to the Trust as set forth in Section 1 or granting the licenses set forth in Section 2; and (d) no third party consents, assignments or licenses are necessary to perform its obligations or convey or grant the rights conveyed or granted under this Agreement.

5. **Further Assurances.** Assignor agrees to execute and deliver to the Trust any documents or instruments reasonably requested by the Trust and to do all acts reasonably requested by the Trust to consummate or confirm the transactions provided for in this Agreement.

6. **Jurisdiction, Venue and Governing Law.** Any action or suit relating to this Agreement may be brought only in the courts of the Commonwealth of Virginia, and under the laws of the Commonwealth of Virginia excluding its conflict-of-law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement is expressly excluded. This section shall survive the termination of this Agreement.

7. **Severability.** If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

8. **Entire Agreement.** This Agreement constitute the entire Agreement between Assignor and the Trust with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to the subject matter hereof. No changes, supplements, addenda or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

9. **Due Authorization.** The party signing this Agreement hereby represents and warrants that he/she is duly authorized by Assignor to execute and deliver this Agreement on behalf of Assignor and that acceptance of this Agreement by the Trust shall bind Assignor to the terms and conditions hereof.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the day and year written below.

ASSIGNOR

(Signature)

(Printed Name)

(Title)

(Company)

(Date)

ASSIGNEE: IETF Trust

ASSIGNEE

(Signature)

(Printed Name)

(Title)

(Date)