

Orbeon Contributor Agreement

Thank you for your participation in the Orbeon Forms Community. Please note that Orbeon requires that you ("Contributor") review and indicate acceptance of the terms and conditions of this Orbeon Contributor Agreement ("Agreement"). For the avoidance of confusion, this Agreement outlines the terms of your Contribution (hereinafter defined) and grants to Orbeon all proprietary rights in the Contribution submitted for possible inclusion to either a Orbeon product and/or Orbeon Project.

PLEASE READ THIS DOCUMENT CAREFULLY AND RETAIN A COPY FOR YOUR PERSONAL RECORDS.

WHEREAS, Contributor wishes to contribute certain intellectual property defined hereunder to Orbeon and for inclusion to Orbeon Projects and/or Orbeon Products;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties agree as follows:

1. Definitions

1.1. Contributor

"Contributor" means the individual or copyright owner submitting the Contribution. If the Contribution is on behalf of a company, the term "Contributor" shall also mean the company.

1.2. Contribution

"Contribution" shall mean any and all original work(s) of authorship, including but not limited to, any source code, object code, patch, tool, documentation, sample, graphic, specification, manual, and other material and any modification or addition to existing work(s), that is intentionally submitted or posted to Orbeon by Contributor for inclusion to either Orbeon Products and/or Orbeon Projects. Submissions clearly marked or otherwise indicated by Contributor as "Not a Contribution" shall be excluded.

2. Assignment

Contributor hereby assigns, transfers and conveys to Orbeon an irrevocable, perpetual, worldwide, exclusive, royalty-free ownership, title and interest in and to the Contribution free of claims, including, but not limited to, copyrights, copyright applications, copyright registrations, if any, and all intellectual property and proprietary rights recognized anywhere in the world, now or in the future, associated with the Contribution. Further, Orbeon takes ownership of all intellectual property and proprietary rights of the Contribution and Orbeon hereby has the right to make, have made, use, sell, offer to sell, import and otherwise exploit the Contribution and all derivative works, in whole or in part, alone or in combination with or included in any product, work or materials produced from Orbeon Products and/or Orbeon Projects, and to sublicense these rights to third parties through multiple tiers of sub-licensees or otherwise. Contributor understands that Orbeon has no duty to consult with, obtain the consent of, or pay royalties or otherwise for any use of the distribution of the Contribution. Contributor agrees never to assert against Orbeon or its licensees or transferees any moral or ownership rights in the Contribution. Contributor understands that Orbeon may register the copyright in the Contribution with the U.S. Copyright Office to record this assignment and Contributor acknowledges that Orbeon may exercise all rights as the copyright owner of the Contribution. If and to the extent the foregoing assignment is invalid, ineffective or unenforceable, Contributor hereby grants to Orbeon a perpetual, irrevocable, sublicensable, royalty-free, worldwide, non-exclusive license to use, reproduce, alter, modify, distribute, publicly display, perform and create derivative works of the Contribution.

3. License

Orbeon hereby licenses to Contributor a perpetual, non-exclusive, royalty-free right to use, modify and distribute

the Contributions. This license is limited solely to the Contribution and does not provide any rights or licenses to any Orbeon Products, Orbeon Projects, documentation, or intellectual property.

4. Contribution acceptance

Contributor understands that the decision to include the Contribution in any product or source repository lies entirely with Orbeon and nothing in this Agreement shall be deemed to require Orbeon to include the Contribution in any Orbeon Products and/or Orbeon Projects.

5. Representation and warranties

Contributor represents and warrants that the Contribution is Contributor's original work(s) of authorship and that Contributor is legally entitled to grant the rights and privileges set forth in this Agreement and is duly authorized to execute this Agreement on behalf of himself/herself or the copyright owner. Contributor represents and warrants that, to the best of Contributor's knowledge, the Contribution does not violate any third party's copyrights, trademarks, patents or other intellectual property rights and that no other person or entity has the right to claim any right related to the Contribution. Contributor represents that the Contribution shall include full disclosure and complete details of any third-party license or any other restriction that the work(s) may be subject to (including, but not limited to, related patents and/or trademarks) of which Contributor is aware and which are associated with any part of the Contribution. Contributor agrees to promptly notify Orbeon of any facts or circumstances should any of the foregoing representations become inaccurate in any respect.

6. Limitation of liability

Under no circumstance shall Orbeon be liable to Contributor or any third party for any reason relating to this Agreement. Orbeon shall have no liability for any incidental, consequential, special, exemplary and punitive damages, whether such claim is based on warranty, contract, tort (including negligence) or otherwise. This limitation shall apply notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent by law.

Orbeon's total aggregate liability arising out of this Agreement, whether for breach of contract or tort or otherwise, shall not exceed one hundred dollars (\$100.00). The parties agree that the foregoing represents a reasonable allocation of risk based on the nature of this Agreement.

7. Governing law and jurisdiction

This Agreement shall be governed by the laws of the State of California and applicable U.S. federal law, without regard to principles of conflicts of laws.

8. Entire agreement

This is the entire agreement between Contributor and Orbeon and shall supersede any prior agreements, whether written or oral, relating to the subject matter of this Agreement, and may be amended only by a writing signed by both parties.

Contributor

Orbeon, Inc.

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date: