

Likewise Software, Inc.

Corporate Contribution Assignment Agreement

Thank you for your interest in the Likewise Open Source Project operated by Likewise Software, Inc. (“Likewise”). In order to clarify the transfer of copyright rights in your Contribution, Likewise must have a Contribution Assignment Agreement (“CAA”) on file that has been signed by each contributor, indicating agreement to the terms set forth below. We appreciate your participation, and your help in improving our products, so we want you to understand what will be done with the Contribution.

To make a contribution, please complete the information below and send this by e-mail to license@likewise.com, or send a photocopy by regular mail to **Likewise Software Inc., 15395 SE 30th Place, Suite 140, Bellevue, WA 98007**. Please read this document carefully before signing and keep the original for your records. If you have questions about these terms, please contact us at **(425) 378-7887**.

Corporation Name:

Corporate Address:

Point of Contact: _____

Email: _____

Telephone: _____

Facsimile: _____

You accept and agree to the following terms and conditions for assigning ownership of all copyright rights in your Contribution to Likewise.

1. Definitions.

a. “You” (or “Your” or the “Corporation”) means the copyright owner or legal entity authorized by the copyright owner that is entering into this Agreement with Likewise. For legal entities, the entity making a Contribution and all subsidiaries thereof are considered to be a single Contributor, where a subsidiary is an entity under Your control.

b. “Contribution” means the code, or any original work of authorship, including any modifications or additions to an existing work identified by You as such, that is submitted by You to Likewise and is identified on Exhibit A to this Agreement.

c. “Project” means the project listed on the cover page.

d. “Agreement” means this Corporate Contribution Assignment Agreement.

2. **Grant of Copyright Assignment and License Back.** You hereby assign to Likewise, in consideration of Likewise's covenants in this Agreement all right, title and interest in the copyright subsisting in the Contribution. You hereby waive any and all moral rights that You may have in the Contribution, including without limitation any rights of integrity and disclosure.

Likewise hereby grants to You a non-exclusive, worldwide, fully paid-up, royalty-free, irrevocable license to make, have made, use, reproduce, distribute, modify and prepare derivative works based on the Contribution. You may sublicense such rights, provided that You provide any information about such sublicenses reasonably requested by Likewise in connection with enforcement of its rights in the Contribution as described in Section 6.

3. **Grant of Patent License.** Subject to the terms and conditions of this Agreement, You hereby grant to Likewise a perpetual, worldwide, non-exclusive, fully-paid, royalty-free, irrevocable (except as stated in this section) license, under any patents You own or control, to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution and any portion thereof, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution alone or by combination of Your Contribution with the Project to which such Contribution is submitted, as such Project existed as of the date of Your Contribution. This patent license shall not apply to any other combinations which include the Contribution. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that Your Contribution, or the Project to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or the Project will terminate as of the date such litigation is filed.

4. **You are able to grant us these rights.** You represent that You are legally entitled to grant the above assignment and license. You represent further that each employee of the Corporation designated in Exhibit A (or in subsequent written modification of that Exhibit) is authorized to submit Contributions on behalf of the Corporation. You shall notify Likewise when any change is required to the list of employees authorized to submit Contributions on behalf of the Corporation in Exhibit A or to the Corporation's Point of Contact.

5. **The Contributions are your original work.** You represent that the Contributions are Your original works of authorship, and to Your knowledge, no other person claims, or has the right to claim, any right in any invention or patent related to the Contributions.

6. **Enforcement.** In the event that a third party is infringing any copyright or patent right covered by this Agreement, Likewise will have the exclusive right to seek to halt such infringement, at its own expense and on its own behalf, by initiating legal action or executing a license or settlement agreement with the infringer.

7. **We determine the code that is in our products.** You understand that the decision to include the Contribution in any product or source repository is entirely that of Likewise,

and this agreement does not guarantee that the Contributions will be included in any product.

8. **Miscellaneous.** This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be governed by the laws of the State of Washington, without regard to its conflict of laws principles. The parties consent to the personal and exclusive jurisdiction of courts located in Washington. This Agreement will be binding upon and will inure to the benefit of the parties permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right.

Please sign: _____ Date: _____

Title: _____

Corporation:

Please sign: _____ Date: _____

Title: _____

Corporation: Likewise Software, Inc.

