



ICESoft Contributor Agreement 2.2

Thank you for your interest in contributing to one of the Open Source Projects sponsored by ICESoft Technologies Inc. ("ICESoft"). Before ICESoft can accept your contribution to a project we must first confirm how the rights to your contribution will be distributed. ICESoft can only accept contributions from contributors who have signed this Contributor Agreement. You only need to sign the agreement once. ICESoft will keep a copy of the signed agreement on file, and you can submit any future contributions by stating that they are intended for contribution to an ICESoft Open Source project under the terms of the Contributor Agreement.

If you have not already done so, please complete this Contributor Agreement and either fax it to ICESoft Technologies Inc. at 403-663-3320 or mail it to ICESoft Technologies, Attn: ICESoft Open Source Projects, at Suite 200, 1717 -10th St. N.W. Calgary, Alberta, Canada T2M 4S2. Please read this agreement carefully before you sign it and ensure that you keep a copy for your own records.

- 1) The term "Your Contribution" shall mean any and all of your past, present, and future contributions of source code, object code, documentation, samples, graphics, specifications and communications submitted by you to ICESoft. Specifically excluded from this term are any submissions that are clearly marked or otherwise designated in writing by You as "Not a Contribution".
- 2) You hereby assign to ICESoft all rights, title and interest worldwide in your copyrights, copyright applications and copyright registrations, if any, in and to Your Contributions. ICESoft shall be free to register this assignment if it so intends. To the extent that this assignment is ineffective, You will grant to ICESoft a license that provides ICESoft with rights as similar as possible to the rights of the copyright owner.
- 3) At the same time, ICESoft grants to You an unrestricted, perpetual, worldwide, non exclusive, royalty-free, irrevocable, transferable copyright license to use, make, reproduce, prepare derivative works, use, publicly display and perform, transmit, sell, offer to sell, and distribute Your Contributions and/or any derivatives thereof with the right to sublicense any and all of these rights through multiple tiers of sub licensees. It is ICESoft's intention to grant you a license that is as broad as possible and to provide you with rights as similar as possible to those held by the copyright owner. This license is limited to Your Contributions only and does not provide any rights to ICESoft products.
- 4) You represent that Your Contribution is an original work and that You are legally entitled to grant the rights and privileges set forth in this Contributor Agreement. You represent that Your Contribution does not violate any laws, breaches any contract, or violates the rights of any persons or entities. You represent that Your Contribution submission(s) include full disclosure and complete details of any third-party license or any other restriction that the materials may be subject to including patents, related patents and/or trademarks. If your employer(s) have rights to any intellectual property that you create, You represent that you have received their permission to make Your Contribution on behalf of that employer and that you are authorized to sign this agreement on behalf of that employer(s). You agree to immediately notify ICESoft of any of facts or circumstances of which you become aware that might make your representations inaccurate in any respect.
- 5) Except for the representations you have made in the above paragraph, YOUR CONTRIBUTIONS ARE PROVIDED TO ICESOFT AS IS, AND WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SIMILARLY, THE LICENSE BACK TO YOUR CONTRIBUTIONS IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OF ANY KIND ARISING OUT OF THE USE OF YOUR CONTRIBUTIONS, EVEN IF A PARTY HAS BEEN SO ADVISED OF THE POSSIBILITY OF SUCH DAMAGES EXISTING. IN NO EVENT WILL YOU OR ICESOFT HAVE ANY LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.

7) This Contributor Agreement shall be governed by the laws of the State of Delaware and applicable US Federal law, without application of choice of law rules. You agree that the United Nations Convention on Contracts for the International Sale of goods (1980) is hereby excluded in its entirety from application to this Contributor Agreement. This is the entire agreement between You and ICESoft which supercedes any prior agreement, whether written or oral, relating to the subject matter of this agreement, and may be amended only by signed agreement between both parties.

8) Contributor Contact Information:

Name or Company Name: _____
Mailing Address: _____
Street Address: _____
City, State or Province _____
Zip or Postal Code: _____
Country _____
Community ID: _____
Email Address: _____
Telephone: _____
Fax: _____
Employer: _____

9) Signature:

Signature: _____
Printed Name: _____
Date: _____