

About the Contributor Agreement

Thank you for your interest in participating as a contributor to a CollabNet project (the "Project"). If you wish to contribute Your own code, documentation or related material to the Project for consideration to be included in the code base, CollabNet requests that you assign copyright in that material to it and grant it a patent license for any patent you own that covers your contribution. Even though CollabNet will hold copyright to the code you contribute, in return you receive back a broad license to re-use, distribute and modify your contribution, however, if you do not execute the Contributor Agreement, your code will not be accepted into the code base, or distributed as part of the Project.

If Your contributions are accepted, Your name will be included in the published list of contributors. CollabNet is under no obligation to accept any contribution or include any contribution in any Project software or documentation, or, unless separately set forth on the Project site, pay any compensation for such contribution.

Instructions for executing the Contributor Agreement:

1. Print a copy of the agreement and enter the information requested, sign and date the agreement.
2. Send a copy of the original by fax to CollabNet, Inc. to the attention of Maria Carlile at 650-228-2571 or by postal mail to her attention at 8000 Marina Blvd., Suite 600, Brisbane, CA 94005.
3. If you are employed (or otherwise working for a client under contract) then your contribution may be the property of your employer or client. You are responsible for obtaining from your employer or client any permission necessary for you to contribute to this Project.

Contributor Agreement

To: CollabNet, Inc.
8000 Marina Blvd., Suite 600
Brisbane, CA 94005

As a Contributor You are asked by CollabNet, Inc. ("CollabNet" or "Us"), the owner of the CollabNet project known as _____ ("Project"), to accept and agree to the following terms and conditions (the "Agreement") for Your Contributions (as defined below):

Definitions.

"**Contributor**" or "**You**" mean any individual or legal entity that voluntarily submits a Contribution to the Project.

"**Contribution**" is any original work, including any modification or addition to or derivative of an existing work, code, object code, patches, tools, graphics, specifications, and documentation that has been submitted for inclusion in, any of the products owned or managed by the Project, where such work originates from You, and where such work was submitted to the Project in accordance with the rules for contributing to the Project posted on the Project site.

Contributor Grants.

Except as set out below, You keep all right, title and interest in Your Contribution. The rights that you grant to Us below are retroactive to the date you first submitted a Contribution to Us even if Your submission took place before the date You sign this Agreement.

In consideration for the opportunity to participate in the Project, the sufficiency of which is hereby acknowledged, You hereby irrevocably grant, assign, transfer, and convey to and for the benefit of CollabNet joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to Us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under all copyrights, copyright applications, copyright registrations and to trade secrets in Your Contribution. This includes, at our

option, the right to sublicense these same rights to third parties through multiple levels of sublicenses or other licensing arrangements.

You agree that each of us can do all things in relation to Your Contribution as if each of us were the sole owners, and if one of us makes a derivative work of Your Contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work. You agree that You will not assert any moral rights in Your Contribution against us, our licensees or transferees. You agree that we may register a copyright in Your Contribution and exercise all ownership rights associated with it, and You will join in any action for enforcement thereof if requested by Us. You agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to, the other for any use or distribution of Your Contribution.

You hereby also grant to Us with respect to any patents you own or control, or that you have licensed from any third party, a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to make, use, sell, offer to sell, import, export, and otherwise transfer Your Contribution in whole or in part, both alone or in combination with or included in any other software or documentation, work or materials arising out of the Project to which Your Contribution was submitted, and both in its present form and as it may be modified in the future, for any of its intended purposes, and at our option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.

Contributor Representations. You represent and warrant that: 1) each of Your Contributions is Your original creation, 2) You are legally entitled to grant the above assignment and license; 3) by providing the Contribution. You are not in violation of any law or regulation, breaching any contract, or to the best of Your knowledge, infringing upon any third party's copyrights, trademarks, patents, or other intellectual property rights; and 4) if applicable, you have received permission to make Contributions from Your employer.

Miscellaneous.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, U.S.A. (without regard to its principles of conflicts of law). Any Contribution submitted by You to the Project shall be under the terms and conditions of this Agreement, without any additional terms or conditions. You hereby agree that if CollabNet requests that you execute this Agreement in written form with an original signature in order to complete a copyright registration filing, that you will do so promptly and without additional consideration and will sign such documents as are necessary to assist CollabNet in the perfection and enforcement of its rights hereunder.

Please sign: _____ [Contributor]
Date: _____
Postal Address: _____
Country of which you are a Citizen: _____
Email: _____
Phone (Optional): _____
Facsimile (Optional): _____
Employer (if applicable): _____