

EZ SYSTEMS CONTRIBUTOR LICENSING AGREEMENT (version 1.4)

Preamble for the eZ Systems Contributor Licensing Agreement

Thank you! We are grateful to people and organizations who choose to help us build better software.

Our software and its supporting materials are distributed to and used by thousands of people. eZ and the contributors to eZ's software have a serious obligation to these people.

Before we can consider the contributions you provide to us, we must agree on what rights you are offering to us. We also must ensure that you understand what kind of contributions you can offer us.

The rights that you grant us to your contributions are defined in the eZ Systems Contributor Licensing Agreement, as are other important details such as what kind of contributions you can offer us and what our obligations to you are.

We cannot accept your contributions unless we have a signed Contributor Licensing Agreement from you that indicates your agreement with the license terms below.

Once you have read this entire agreement and have chosen to agree to its terms and conditions, please deliver a signed and completed Agreement to eZ Systems by regular mail, by emailing a scan of the signed copy or by fax.

E-Mail: contribution@ez.no

Fax: +47 35 58 70 21

Postal address:

eZ Systems AS,
Att: Legal/CLA,
Klostergata 30
N-3732 Skien,
Norway.

EZ SYSTEMS CONTRIBUTOR LICENSING AGREEMENT (version 1.4)

1. IMPORTANT NOTICES.

Read carefully this entire eZ Systems Contributor Licensing Agreement ("Agreement"), BEFORE providing a signed copy to eZ Systems AS. Keep a copy of this Agreement for your records.

2. Parties.

This Agreement is between eZ Systems AS, a limited liability company incorporated under the laws of Norway ("eZ") and the copyright owner (or legal entity authorized by the copyright owner) identified below.

Full name: _____
Address: _____

Country: _____
E-Mail: _____
Telephone: _____
Fax: _____

eZ Systems AS
Klostergata 30
N-3732 Skien
Norway
Phone: + 47 35 58 70 20
Fax: + 47 35 58 70 21

3. Definitions.

"Contributor" ("You" or "Your") shall mean the copyright owner (or legal entity authorized by the copyright owner) making this Agreement with eZ. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares, or (c) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to eZ for inclusion in, or documentation of, any of the products owned or managed by eZ (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to eZ or its representatives that is explicitly meant to share the Contribution with eZ, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, eZ for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

EZ SYSTEMS CONTRIBUTOR LICENSING AGREEMENT (version 1.4)

4. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to eZ and to recipients of software distributed by eZ a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sub-license, and distribute Your Contributions, including derivative works of Your Contributions.

5. Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to eZ and to recipients of software distributed by eZ a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. 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 Work 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 Work shall terminate as of the date such litigation is filed.

6. You represent that you are legally entitled to grant the above license. If Your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to eZ, or that your employer has executed a separate Agreement with eZ.

7. You represent that each of Your Contributions is Your original creation. You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

8. NO SUPPORT. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all.

9. NO WARRANTY. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

10. You agree to notify eZ of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

Credits: This agreement is derived from the Apache Software Foundation's Individual Contributor Licensing Agreement v2.0. eZ would like to thank the Foundation for the permission to use their agreement for the base of our agreement. The Apache Software Foundation is in no way a party to this agreement and does not have any responsibility for any part of this document.

Contributor:

Name: _____

Date: _____

Signature: _____

eZ Systems AS:

Name: _____

Date: _____

Signature: _____