

In order to clarify the intellectual property rights granted by You for contributions of software, documentation or any other material to either a product or project (collectively "Project") owned or managed by Intalio Inc. ("Intalio"), Intalio needs to receive a copy of this Agreement signed by You to indicate Your acceptance of the terms below.

Please supply the contact information requested and read this Agreement carefully before signing. Then either scan and e-mail or fax a copy of the signed document back to Intalio using the e-mail address or fax number provided by the Project. Retain the signed original Agreement for Your records.

Your Contact Information:

Full Name: ("You")

E-mail:

Street 1:

Street 2:

City: Postal Code:

State/Province:

Country:

Telephone: Fax:

Username:

1. "Contribution" means any object code, source code, specification, documentation, e-mail, sample, tutorial, posting, or any other related materials submitted by You to a Project, excluding any submissions that You clearly designate as "Not a Contribution."

2. You hereby assign to Intalio joint ownership in all worldwide common law and statutory rights associated with the copyrights, copyright applications and copyright registrations in Your Contribution, to the extent allowable under applicable local laws and copyright conventions, and agree never to assert against Intalio any "moral rights" therein. You understand that (i) this Agreement may be submitted by Intalio to register a copyright in Your Contribution, and (ii) Intalio may exercise all rights as a copyright owner of Your Contribution. This Agreement supersedes and replaces all prior copyright assignments for Contributions made by You to Intalio. Neither party has any duty whatsoever to render an accounting to the other party for any use of a Contribution.

3. You hereby grant to Intalio, and to any party who receives Your Contribution, a perpetual, nonexclusive, worldwide, no-charge, royalty-free, patent license to make, have made, use, sell, offer to sell, import and otherwise transfer Your Contribution, where such license applies only to those patent claims licensable by You that are infringed by Your Contribution alone or by combination of Your Contribution with the work to which such Contributions were submitted. No patent license is granted: (a) for any code that a licensee has deleted from Your Contribution; or (b) for infringements caused by either: (i) third party modifications of Your Contribution, or (ii) the combination of Your Contribution with other software or other devices if such combination causes the infringement.

4. Except as set forth in Paragraphs 2 and 3 above, You retain all right, title and interest in and to Your Contribution and may use Your Contribution for Your own purposes. The assignment and licenses granted in Paragraphs 2 and 3 above are effective on the date You first submitted a Contribution to a Project, even if such submission preceded the date below. This Agreement shall be governed by the laws of the State of California and applicable U.S. Federal law, without application of choice of law rules.

5. You represent that You are legally entitled to grant the rights and privileges conveyed by this Agreement and warrant that Your Contribution (i) to the best of your knowledge does not violate any other party's patents or trademarks; and (ii) does not violate any party's other legal or intellectual property rights.

Please Sign: _____

Date: _____