

Attribution and Assignment Agreement

WHEREAS at the core of the open source software movement are three basic rights:

- 1) Freedom to use**
- 2) Freedom to share**
- 3) Freedom to change**

WHEREAS coupled with these core principles is the promise and guarantee of Attribution. The developer of source code, object code, digital content and/or documentation gets credit for his or her work. Attribution must be indelible on the work.

WHEREAS licenses that are compatible with the spirit of the open source movement also protect the contributing developer or designer from legal liability by explicitly excluding any warranty of the source code, object code, digital content and/or documentation.

WHEREAS the open source movement is about Freedom with Attribution without Fear.

THEN LET IT BE DECLARED that Open-Xchange Inc. (“Open-Xchange”) owns the copyrights to a body of source code, binary or object code, digital content and documentation that make up the Open-Xchange Server (“OX”) and its extensions, OXtenders. Open-Xchange licenses these copyrights to the general public under four license forms: GNU General Public License (copyleft) for the server source code, the so-called “serverpack” ; Creative Commons License Version 2.5 for the digital content and trademarks, the so-called ‘webpack’; a traditional copyright for the technical documentation and user manuals and an end-user software license agreement for the OXtenders.

THAT Open-Xchange encourages members of the information technology community to contribute source code, object code, digital content and documentation (“Copyrights”) to Open-Xchange. In order to make a contribution of Copyrights, it is necessary that the contributor (“Attributee”) enter into this Attribution and Assignment Agreement (“AAA” or “Agreement”). Under current law, the AAA must include a ‘wet’ signature, i.e., it must be physically signed, dated and either faxed or mailed to Open-Xchange.

THAT individuals or organizations contributing Copyrights to Open-Xchange that are included in OX will be listed in the embedded license file under the Attribution heading. Such heading will not describe the nature of the contribution, just the name of the Attributee and the date of contribution.

THAT in conformance with the general practices in the open source community, Attributees will receive a license back from Open-Xchange to use, share, sell and modify the contributed Copyrights. Such license form, which may change from time-to-time based on developments in intellectual property law and changes in open source industry practice, shall be GNU General Public License Version 2 for the server source and object code, Creative Commons License Version 2.5 Attribution, Noncommercial, ShareAlike (“CC ANSA”) for the digital content, and a traditional perpetual, non-royalty bearing copyright for documentation and user manuals. This Agreement does not pertain to the OXtenders.

In consideration for the inclusion of your Copyrights in OX, such inclusion being at the sole discretion of Open-Xchange, and in consideration for Attribution in the OX license file of your Copyright submission as well as a reciprocal license to use, share, sell and modify your Copyrights, you agree to the following terms and conditions:

- 1. The term "Copyrights" means all of your past, present and future contributions and/or submissions of source code, object code, digital content and documentation to Open-Xchange. Submissions or contributions to Open-Xchange are defined as source code, object code, digital content and documentation accepted by Open-Xchange, at its sole discretion, that you upload or transmit to the public Bugzilla maintained by Open-Xchange on its web site, www.open-xchange.com. All submissions or contributions are not conspicuously labeled or explicitly flagged NOT FOR CONTRIBUTION within three day of submission or contribution will be covered by this AAA.**
- 2. You assign all right, title and interest worldwide in copyrights and related moral rights for the full term of their existence to Open-Xchange and Open-Xchange shall be able to register this assignment. If the moral rights are not assignable, you agree to waive their enforcement against Open-Xchange and its sublicensees, either direct or indirect. However, at the same time, Open-Xchange grants to you a non-exclusive, perpetual, irrevocable, worldwide, royalty free, copyright license to reproduce, prepare derivative works of, distribute (internally and externally, in object code and, if included in your Copyrights, source code form), use, publicly perform, share, sell and publicly display your Copyrights. The intention of the parties is that this license will be as broad as possible and to provide you with rights as similar as possible to the rights of the owner of the copyright, except assignment. This license is limited to your Copyrights and does not provide any rights to Open-Xchange source code, object code, digital content and/or documentation from any other source.**
- 3. Open-Xchange will grant you Attribution for your Copyrights.**
- 4. You also grant to Open-Xchange a non-exclusive, perpetual, irrevocable, worldwide, royalty free, transferable license under any Patents owned by you now or in the future to make, use, sell, offer for sale and import your Copyrights alone or in combination with OX, with the right to sublicense all of these rights through multiple tiers of sublicensees. The definition of**

Patents are those patents where the manufacture, use, sale, offer for sale or import of your Copyrights would infringe (either directly or indirectly) one or more valid claims of such Patents.

5. You represent that you are legally entitled to assign the rights and grant the license set forth in paragraph 2. If your employer(s) or third parties have rights to intellectual property that you create, you represent that you have received permission to make your Copyrights available to Open-Xchange on behalf of that employer or third party, or that your employer or that third party has waived such rights for your Copyrights assigned to Open-Xchange.
6. You represent that, except as disclosed in your Copyright submission(s), each of your Copyrights is your original creation. You represent that your Copyrights submission(s) include complete details of any license or other restriction (including, but not limited to, related patents, copyrights and trademarks) associated with any part of your Copyrights (including a copy of any applicable license agreement). You agree to notify Open-Xchange of any facts or circumstances of which you become aware that would make your representations in this Agreement inaccurate in any respect.
7. You provided your Copyrights AS IS, 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 Copyrights are provided AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT
8. 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 COPYRIGHTS, EVEN IF THE USER HAS NOT BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
9. IN NO EVENT WILL YOU OR OPEN-XCHANGE INC. AND ITS AFFILIATES HAVE ANY LIABILITY FOR ANY CLAIM, WHETHER IN CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
10. This Attribution and Assignment Agreement may be assigned by Open-Xchange. The Attributee shall require the consent of Open-Xchange, which shall not be unreasonably withheld, to effect an assignment.
11. This Attribution and Assignment Agreement shall be governed by the laws of the State of New York and by the laws of the United States. In the event of invalidity of any provision of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of it. This AAA is the entire agreement between you and Open-Xchange relating to the subject matter of this AAA which supersedes any prior agreement, whether written or oral, and may be amended only by a written agreement signed by both parties.

Please mail your signed and dated AAA to Open-Xchange Inc., 303 South Broadway, Tarrytown, New York 10591 or fax to 914 332 1620. Attention: General Counsel. It is recommended that you retain a copy of this signed Attribution and Assignment Agreement for your permanent records.

Signature: _____

Date: _____

Print or Type your First, Middle and Last Name: _____

Email Address: _____

Mailing Address: _____

Open-Xchange Bugzilla User Name _____

Tarrytown, New York, February 2007