

Codice Foundation Software Grant Agreement (V1.1)

This License Agreement is entered into as of the ____ day of _____, _____ by _____ ("Licensor"), in favor of The Codice Foundation, an Arizona corporation (the "Foundation").

WHEREAS, Licensor owns or has sufficient rights to contribute the software source code and other related intellectual property as itemized on Exhibit A ("Software") under the terms of this agreement to the Foundation for use within Foundation software development projects ("Projects").

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Subject to the terms and conditions of this License, Licensor hereby grants to the Foundation:

- a) a non-exclusive, worldwide, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, distribute and sublicense, internally and externally, the Software and such derivative works, in source code and object code form; and,
- b) a non-exclusive, worldwide, royalty-free, irrevocable patent license under Licensed Patents to make, use, sell, offer to sell, import and otherwise transfer the Software in source code and object code form. "Licensed Patents" mean patent claims owned by Licensor which are necessarily infringed by the use or sale of the Software alone.

2. Licensor represents that, to Licensor's knowledge, Licensor is legally entitled to grant the above license. Licensor agrees to notify the Foundation of any facts or circumstances of which Licensor becomes aware and which makes or would make Licensor's representations in this License Agreement inaccurate in any respect.

3. This Software is provided AS-IS, 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. NEITHER THE LICENSOR NOR ITS SUPPLIERS WILL BE LIABLE TO THE FOUNDATION OR ITS LICENSEES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE WORK OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This License Agreement is the entire agreement of the parties with respect to its subject matter, and may only be amended by a writing signed by each party. This License Agreement may be executed in one or more counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, Licensor has executed this License Agreement as of the date first written above.

LICENSOR:

Signed By: _____

Print Name: _____

Title: _____

Representing: _____

Contact Name: _____

Contact Email: _____

Exhibit A

List of software and other intellectual property covered by this agreement: