

## CodePlex Foundation Assignment Agreement

This Assignment Agreement (“**Agreement**”) is entered into between the person or entity signing below (“**Assignor**”) and the CodePlex Foundation (“**Foundation**”), a Washington non-profit corporation. This Agreement is effective as of the latest signature date below (“**Effective Date**”).

### 1. **Definitions.**

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is identified in Appendix A and delivered by Assignor to Foundation under this Agreement.

2. **Assignment of Copyright.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor assigns to Foundation its entire right, title, and interest in any copyright rights that attach to (i) the Code and (ii) any documentation delivered with the Code.
3. **Grant of Patent License.** Assignor grants Foundation, and those who receive the Code directly or indirectly from the Foundation, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable patent license under its patent claims that directly read on the Code to make, have made, use, offer to sell, sell, import or otherwise dispose of the Code.
4. **Further Assistance.** At Foundation’s expense, Assignor will execute and deliver any documents and take any other actions that Foundation may request to evidence or perfect the assignment of ownership in Section 2. For example, Assignor will cooperate with Foundation in the filing and prosecution of any copyright applications that Foundation may elect to file on the Code. This Agreement will be binding on Assignor’s heirs, assignees, or other successors. Assignor shall have no obligation to provide any updates, bug fixes or support with respect to the Code. Assignor shall have no obligation to provide any updates, bug fixes or support with respect to the Code.
5. **License from Foundation.** Foundation grants Assignor and its affiliates a perpetual, worldwide, non-exclusive, royalty free, irrevocable license, to reproduce, modify, create derivative works of, display, publicly perform, sublicense and distribute the Code (and derivative works thereof) as Assignor or its affiliates see fit, including the right for Assignor and its affiliates to sublicense the foregoing rights to third parties.
6. **Other Rights Reserved.** Each party reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.
7. **Representations and Warranties.** Assignor represents and warrants that: (i) it has full right and power to enter into and perform according to the terms of this Agreement; and (ii) it is the sole owner of all right, title, and interest in and to any copyrights in the Code. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 7, THE CODE AND ANY ASSOCIATED DOCUMENTATION IS PROVIDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, AND ASSIGNOR DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 8. Independent Entities.** Each party shall operate as, and have the status of, an independent contractor, and neither party shall act as or be an agent, partner, co-venturer, employee or fiduciary of the other party. Neither party shall have the right or authority to assume or create any obligations or to make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party, or the other party's intellectual property, or act on the other party's behalf in any respect whatsoever.
- 9. Governing Law/Jurisdiction/Attorneys' Fees.** This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties to this Agreement consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.
- 10. Entire Agreement.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof.
- 11. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

**[ASSIGNOR NAME]**

Signature: \_\_\_\_\_

By:

Title:

Date: \_\_\_\_\_

Address:

City/State/Country:

Primary email address:

**CodePlex Foundation**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

800 Fifth Avenue, Suite 4100  
Seattle, WA 98104

Primary email address: \_\_\_\_\_

## Appendix A