

CALPONT CORPORATION CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (this “**Agreement**”) is entered into as of the Effective Date set forth below by and between the developer specified below (“**Developer**”) and **CALPONT CORPORATION** (“**Calpont**”).

BACKGROUND

- A. Calpont develops or licenses certain computer software, documentation, and other works currently known as InfiniDB (collectively, the “Program”).
- B. Developer has developed or will develop certain computer software, documentation, or other works that are related to Calpont’s InfiniDB Community Edition project and delivered to Calpont or the InfiniDB Community Edition project (collectively, the “**Works**”).
- C. Developer desires to assign and grant to Calpont rights in the Works set forth below and receive a license back to such Works.

AGREEMENT

1. Assignment. Developer, on behalf of itself and its predecessors and successors in interest, hereby irrevocably sells, assigns and transfers to Calpont, in perpetuity, all right, title, and interest in and to the copyrights and trade secrets in the Works throughout the world, including, but not limited to, the right to past damages associated therewith. This Agreement applies to all past and future Works. If Developer has any rights, including without limitation “artist’s rights” or “moral rights,” in the Works that cannot be assigned, Developer agrees to waive enforcement worldwide of such rights against Calpont, its successors, assigns, and licensees.

2. License Back. Calpont grants to Developer a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, non-transferable license, under the rights assigned to Calpont pursuant to Section 1, to reproduce, prepare derivative works of, distribute, publicly perform and publicly display the Works, with the right to sublicense all of these rights through multiple tiers of sublicensees. The intention of the parties is that this license will be as broad as possible and to provide Developer with rights as similar as possible to the rights of the owner of the Works. This license is limited to the Works and does not provide any rights to any other works of authorship.

3. Patent License. If Developer has, or in the future acquires, any patent or other intellectual property rights that would be infringed by use, reproduction, distribution, modification, creating derivative works, public performance, or public display of any of the Works, any derivative of any Works, or the combination of any Works with the Program, or if any rights described in Section 1 cannot be assigned or waived, Developer, on behalf of itself and its predecessors and successors in interest, hereby grants to Calpont a nonexclusive, worldwide, fully-transferable, irrevocable, perpetual license, under all current or future copyrights, patent rights, and other worldwide intellectual property rights, with the right to sublicense through multiple tiers, to use, reproduce, distribute, modify, create derivative works of, publicly perform, publicly display, and otherwise exploit in any manner in any medium or format, whether now known or later developed.

4. Attribution. Calpont shall include an attribution to Developer in the acknowledgements section of the code notes of the release of any general availability version of the Program that includes any Works. Developer may request not to be so identified and Calpont will remove such attribution from the acknowledgements. Calpont’s sole liability and Developer’s sole remedy for breach of this section is for Calpont to correct the attribution in the next release following the date on which the breach was brought to Calpont’s attention.

5. Incorporation; Payment. Calpont is under no obligation to include any Works in any part of the Program. If Calpont incorporates a Work into the Program (or any other software), Calpont will notify

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Developer and, within 90 days of such notice, pay Developer up to US\$250 (as determined in Calpont's reasonable discretion, based on the quality and substantiality of the applicable Work).

6. Further Assurances. Developer covenants that it will promptly provide to Calpont, upon request of Calpont, all pertinent facts and documents relating to the Works as may be known and reasonably accessible to Developer and will testify as to the same in any litigation or any proceeding related thereto. At Developer's expense, Developer shall execute and deliver all documents reasonably requested by Calpont and shall take all reasonably necessary steps to give effect to and further the purposes of this Agreement.

7. Warranty. Developer represents and warrants that (other than with respect to any component of the Program received from Calpont): (a) the Works and all elements thereof are original works of Developer, (b) Developer is the sole owner of the copyrights in the Works and all elements thereof and has all rights necessary to make the assignments and grant the rights set forth in this Agreement, (c) neither the Works, any elements thereof, nor Calpont's use or exploitation of the Works as contemplated by this Agreement shall infringe upon or misappropriate any copyrights of any third party throughout the world, (d) Developer's employer(s) has no rights to, has waived its rights to, or has executed a contribution agreement with Calpont for its rights to, intellectual property that Developer creates that includes the Works, (e) Developer is not aware of government license or permission that is required for the export, import, transfer or use of the Works, (f) entering into this Agreement and submitting any Works does not violate, breach or constitute a default under any other agreement to which Developer or Developer's employer is a party, does not require any consent, approval or waiver from or notice to any third party, and does not violate any law or regulation, and (g) Developer is not aware of any dispute or claim regarding any of the foregoing.

8. Notices. Any notice, approval, authorization, consent, or other communication required or permitted to be delivered under this Agreement and intended to have legal effect must be in writing and will be given (a) to Calpont (i) personally; (ii) by overnight express courier with confirmation of delivery; or (iii) by facsimile with confirmation of receipt and (b) to Developer, by email at the address last provided in Developer's InfiniDB Community Edition project account information. Notice will be deemed given on the date delivered, if delivered personally; on the date of delivery, if by overnight express courier; and on the date of confirmed transmission, if by facsimile or by email.

9. Miscellaneous. This Agreement will be governed and construed in accordance with the laws of the State of Texas U.S.A. without giving effect to any principles that would provide for the application of the laws of any other jurisdiction. Both parties agree that any action or proceeding arising from or relating to this Agreement must be brought in a court in Dallas, Texas and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties are independent contractors, and no agency, partnership, franchise, joint venture, or employment relationship is intended or created by this Agreement. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. If any provision of this Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and to such end the provisions of this Agreement are agreed to be severable. In such event, the affected provision shall be amended to achieve as nearly as possible the same economic effect as the original provision. This Agreement may be amended only by an instrument in writing signed by authorized representatives on behalf of both parties. All waivers under this Agreement must be in writing, and any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or on any other occasion. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other prior and contemporaneous agreements and understandings both written and oral between the parties with respect to such subject matter. This Agreement may be executed in any number of counterparts, all of which taken together constitute a single instrument. Calpont may assign this Agreement to any third party. Developer agrees not to assign this Agreement without Calpont's prior written consent and any attempted assignment without such consent is void.

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10. Signature and Acknowledgement

Company name (if applicable): _____

Job title (if applicable): _____

Full name: _____

Signature: _____

Date: _____

Email Address: _____