

AvantFAX Project Submission Agreement

IMPORTANT - PLEASE READ CAREFULLY:

This document ("Agreement") constitutes a legal agreement. By signing this Agreement below, You, either an individual or the organization indicated below ("You"), agree to be legally bound. You may want to consult an attorney before signing. You acknowledge that you are entering into this Agreement in consideration of the opportunity to contribute to and participate in the AvantFAX project, which opportunity is of value to You.

"Submission" means the subject matter identified above the signature lines, below, as well as any work of authorship, software code, documentation, creation, images or sound, provided by You to iFAX Solutions by any medium or means in human or machine readable form, at any time (both prior and subsequent to Your execution of this Agreement).

You hereby grant iFAX Solutions a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, and transferable license to use, reproduce, prepare derivative works of, publicly display, publicly perform, distribute the Submissions, and to sub-license such rights to others. The rights granted may be exercised in any form or format, and iFAX Solutions may distribute and sub-license to others on any licensing terms, including without limitation: (a) open source licenses like the GNU General Public License (GPL), or the Berkeley Science Division license (BSD); or (b) binary, proprietary, or commercial licenses. If Your Submission is derived from software released by iFAX Solutions under the GPL, iFAX Solutions as licensor thereof waives such requirements of the GPL as applied to that software to the limited extent necessary to allow you to provide the Submission and the foregoing license to iFAX Solutions.

You hereby grant iFAX Solutions a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, sublicenseable and transferable license under any patent You own or control, now or in the future, to make, have made, use, sell, offer for sale, or import Submissions or any modifications thereof, including without limitation any combinations of the Submissions or modifications thereof with software, technology or services of iFAX Solutions or its affiliates.

You hereby represent that you are the sole and original author of all Submissions and that, to the best of your knowledge, the Submissions do not infringe upon the rights of any third party. If you are providing the Submission on behalf of an organization or you are an employee of an organization, the person signing this Agreement represents that he or she is expressly authorized to execute this Agreement on that organization's behalf. Except for the express representations set forth above, the Submission and all licenses granted above are made on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE. You acknowledge that the decision to include the Submission in any code base is entirely the decision of iFAX Solutions, and this Agreement does not guarantee that the Submissions will be included in any code base. The parties agree that any facsimile copy of this Agreement will be binding upon the parties to the same effect as originals.

Subject Matter: _____

CONTRIBUTOR:

Company Name (if applicable): _____

Address: _____

Telephone: _____

Name:
Title:
Date:

iFAX Solutions, Inc

Name:
Title:
Date: