

COMPIERE CONTRIBUTOR AGREEMENT

This Contributor Agreement ("Agreement"), is made and entered into as of _____, 200__ ("Effective Date"), by and between Compiere, Inc. ("Compiere") and _____ ("the Contributor").

Following the practices of the Free Software Foundation, Compiere requests that the Contributor assign the rights in Your Contributions to the Compiere Products to Compiere, (with a license back to the Contributor to use it). In consideration for the potential acceptance of Your Contributions to the Compiere Products the Contributor agrees to the following terms and conditions:

1. The term "Your Contributions" means all of your past, present and future contributions of object code, source code, documentation, suggested processes, algorithms, procedures or any other material however submitted to Compiere.
2. The Contributor assigns to Compiere all right, title and interest worldwide in and to Your Contributions. Compiere shall be able to register this assignment. However, at the same time, Compiere, grants to the Contributor a non-exclusive, irrevocable, worldwide, royalty free, transferable copyright license to reproduce, prepare derivative works of, distribute (internally and externally, in object code and, if included in Your Contributions, source code form), use, publicly perform and publicly display Your Contributions, with the right to sublicense all of these rights through multiple tiers of sublicensees. This license is limited to Your Contributions and does not provide any rights to the Compiere Products.
3. The Contributor represents and warrants that the Contributor is legally entitled to assign the rights described above. If the Contributor's employer(s) have rights to intellectual property that the Contributor creates, the Contributor represents and warrants that the Contributor has received permission to make Your Contributions on behalf of that employer, or that your employer has waived such rights for Your Contributions to Compiere.
4. The Contributor represents and warrants that, except as disclosed in the submissions of Your Contributions, each of Your Contributions is your original creation. The Contributor agrees to notify Compiere in writing immediately, of any facts or circumstances of which the Contributor becomes aware that would make your representations in this Agreement inaccurate in any respect.
5. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE CONTRIBUTOR'S CONTRIBUTIONS ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SIMILARLY, THE LICENSE BACK TO YOUR CONTRIBUTIONS ARE PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND AND DISCLAIM THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
6. This Contributor Agreement shall be governed by the laws of the State of California without regard for its choice of law provisions and by the laws of the United States. The Contributor agrees that the United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Contributor Agreement. In the event of invalidity of any provision of this Contributor Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Contributor Agreement. No waiver of rights by either party may be implied from any actions or failures to enforce rights under this Agreement. This is the entire agreement between the Contributor and Compiere which supersedes any prior agreement, whether written or oral, relating to the subject matter of this agreement and may be amended only by a writing signed by both parties.

The Contributor agrees to the terms of the Compiere Contributor Agreement:

Please return the signed Agreement by one of the following methods:

Signature: _____
Print Name: _____
Company: _____
Title: _____
Address: _____

Phone Number: _____
E-mail: _____
Date: _____

By mail to:
Compiere Inc.
3600 Bridge Parkway-Suite 102
Redwood Shores, CA 94065
Attn: Contracts Dept.

By fax to:
650-240-3914
(Attn: Contracts)

By e-mail to:
contributions@compiere.com