Cake Software Foundation

http://cakefoundation.org
(o) 702.425.3289
(f) 866.887.5413

1785 East Sahara Ave.
Suite 490-204
Las Vegas, Nevada 89104

Individual Contributor License Agreement ("Agreement")
http://www.cakefoundation.org/pages/cla
(v6.2007)

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4.6. You agree to notify the Foundation of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

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1. **<u>Choice of Law</u>**.

   1.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

   1.2. To the fullest extent permitted by law, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by mandatory, final and binding arbitration in Los Angeles, CA, USA under the auspices of and in accordance with the rules, then pertaining, of the American Arbitration Association, to the extent not inconsistent with the Nevada Arbitration Rules and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Nothing in this paragraph 5.2. shall limit any right that any Person may otherwise have to seek to obtain preliminary judgment upon the award rendered may be entered in any court having jurisdiction thereof. Nothing in this paragraph 5.2. shall limit any right that any Person may otherwise have to seek to obtain preliminary injunctive relief in order to preserve the status quo pending the disposition of any such arbitration proceeding.

   1.3. In the event of any dispute, claim, arbitration or litigation with regard to this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party, and the non-prevailing party shall promptly pay, all reasonable fees and expenses of counsel for the prevailing party incurred in connection with such dispute, claim, arbitration or litigation.

2. **Severability.** In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

If you have not already done so, please complete and send an original signed Agreement to:

Cake Software Foundation
1785 E. Sahara Avenue, Suite 490-204
Las Vegas, Nevada 89104.

If necessary, you may send it by facsimile to the Foundation at (866) 887-5413. Please read this document carefully before signing and keep a copy for your records.

Full Name:_____ E-Mail:_____

Mailing Address:_____ Telephone:_____

_____ Fax:_____

_____ Country:_____

Signature: _____ Date:_____