



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

Software Grant and Corporate Contributor License Agreement (“Agreement”)

<http://www.cakefoundation.org/pages/cla>
(v6.2007)

Thank you for your interest in The Cake Software Foundation, Inc. (the “Foundation”). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Foundation must have a Contributor License Agreement (“CLA”) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of the Foundation and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the “Corporation”) to submit Contributions to the Foundation, to authorize Contributions submitted by its designated employees to the Foundation, and to grant copyright and patent licenses thereto.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Foundation. In return, the Foundation shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with its nonprofit status and bylaws in effect at the time of the Contribution. Except for the license granted herein to the Foundation and recipients of software distributed by the Foundation, You reserve all right, title, and interest in and to Your Contributions.

1. **Definitions.**

1.1. **“You”** (or **“Your”**) shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Foundation. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, “control” means;

1.1.1. the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or;

1.1.2. ownership of fifty percent (50%) or more of the outstanding shares, or;

1.1.3. beneficial ownership of such entity.

1.2. **“Contribution”** shall mean the code, documentation or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Foundation for inclusion in, or documentation of, any of the products owned or managed by the Foundation (the “Work”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to the Foundation or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, the Foundation for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”



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4. Representation.

4.1. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

4.2. You represent that each of Your Contributions is Your original creation (see section 4.4 and 4.5 for submissions on behalf of others).

4.3. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

4.4. You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

4.5. Should You wish to submit work that is not Your original creation, You may submit it to the Foundation separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

4.6. It is your responsibility to notify the Foundation when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with the Foundation.

4.7. 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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5. **Choice of Law.**

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

5.2. 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.

5.3. 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.

6. **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.

Corporation: _____

E-Mail: _____

Mailing Address: _____

Telephone: _____

Fax: _____

Country: _____

By: _____

Date: _____

Title: _____



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Schedule A

Initial list of designated employees.

NB: authorization is not tied to particular Contributions.



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Schedule B

*Identification of optional concurrent software grant.
Would be left blank or omitted if there is no concurrent software grant.*