

Zope® Community Website Contributor Agreement

THIS AGREEMENT is between _____ of _____ (the "Contributor") and Zope Corporation, of 513 Prince Edward Street, Fredericksburg, Virginia 22401 with an email address of legal@zope.com (the "Company").

WHEREAS, the Contributor has requested the opportunity to work along with others on a project entitled Zope.org Community Website (Zope.org) in part to improve his or her stature in the Zope Community and to make a positive contribution to a major open source project; and

WHEREAS, both parties are in accord that the terms and conditions of this agreement should be set forth in writing, and this document is prepared for that purpose;

NOW, THEREFORE, in consideration of the mutual promises in this Agreement by the Contributor and the Company, the receipt and adequacy of all of which is hereby acknowledged, the parties agree as follows:

Compensation. The Contributor shall not receive, nor request, any direct or compensation for the work being done on this project from Zope Corporation or any of its affiliates.

1. **Reasons for Protective Covenants.** The Company is engaged in the business of developing and marketing computer software. Over the course of time, the Company has developed good will, substantial customer and prospective customer relationships, Contributor relationships, and Protected Information, all of which are legitimate business interests worthy of protection. The Contributor acknowledges that the Company's legitimate business interests justify the following restrictive covenants, and that each of the following restraints is reasonably necessary to protect the Company's legitimate business interests. These protective covenants are specifically designed to permit the Contributor to engage in work appropriate for an individual with the Contributor's experience and training following termination of this agreement, while restricting the Contributor's ability to engage in certain specific business activities that would or might cause competitive injury to the Company's good will and business relationships, or compromise trade secrets or confidential proprietary information, or otherwise damage the business of the Company. The Contributor acknowledges that the protective covenants will not prevent the Contributor from obtaining employment. The Contributor further agrees that the protective covenants are neither overbroad, nor overlong, nor otherwise inappropriate. The Contributor acknowledges receiving an opportunity to review these covenants with counsel and that Contributor desires to be bound by the covenants.
2. **Treatment of Account.** Contributor will not allow anyone other than the Contributor to use the Zope.org login to access to Zope.org or other Zope Corporation systems. Should Contributor become aware of any such use, Contributor will immediately notify Zope Corporation by phone (US 540-361-1700) and via electronic email to sales@zope.com. Until such notice is received, Contributor will be presumed to have taken all actions made through Contributor's account. Zope Corporation will have complete control and discretion over capabilities assigned to Contributor's account, and may disable Contributor's account for any reason at any time.
3. **Legal Effect of Contribution.** Upon committing a change or new work to Zope.org (a "Contribution"), you

agree to assign, and hereby do assign, a one- half interest of all right, title and interest in and to copyright and other intellectual property rights with respect to your new and original portions of the Contribution to Zope Corporation. You and Zope Corporation each agree that the other shall be free to exercise any and all exclusive rights in and to the Contribution, without accounting to one another, including without limitation, the right to license the Contribution to others under the Zope Public License. This agreement shall run with title to the Contribution. Zope Corporation does not convey to you any right, title or interest in or to the Program or such portions of the Contribution that were taken from the Program. Your transmission of a password to Zope.org or other marks of identification within the Contribution itself constitute your authentication of intent to contribute and your assignment of the work in accordance with the provisions of this Agreement.

4. License Terms. Zope Corporation may use any and all Contributions as they see fit to include releasing the Contribution under a different license.
5. Representations, Warranty, and Indemnification. Contributor represents and warrants that the Contribution or work does not violate the rights of any person or entity, and that the Contributor has legal authority to enter into this Agreement and legal authority over contributed code or work. Further, Contributor indemnifies Zope Corporation against violations.
6. Cryptography. Contributor understands that cryptographic code may be subject to government regulations with which Zope Corporation and/or entities using Committed Code or work must comply. Any code or work which contains any of the items listed below must either be checked-in to a Zope module explicitly identified as containing cryptography, or must not be checked-in until Zope Corporation staff has been notified and has approved such contribution in writing.
 - 6.1. Cryptographic capabilities or features; or
 - 6.2. Calls to cryptographic features; or
 - 6.3. User interface elements which provide context relating to cryptography; or
 - 6.4. Code which may, under casual inspection, appear to be cryptographic.
7. Notices. Committer confirms that any notices required will be included in any Committed Code.
8. Protected Information.
 - 8.1. The following are deemed to be specifically Protected Information for the purposes of this Agreement:
 - 8.1.1. Zope.org subscriber information including passwords, contributor lists, prospect lists (including prospects and non-prospects, and ratings of potential), customer service plans and techniques, vendor data and lists, other mailing lists having business value, purchasing information, pricing policies, quoting procedures, and other materials or information relating to the Company's business and activities and the manner in which the Company does business;
 - 8.1.2. Zope.org specific applications, operating system, database, communication and other computer software, whether now or hereafter existing, developed for use on any operating system, all modifications, enhancements and versions and all options available with respect thereto, all future products developed or derived therefrom, and all source and object codes, algorithms, and any related documentation or manuals;

8.1.3. Any information or materials received by the Company from third parties in confidence or subject to non-disclosure or similar covenants; and Any notes, tapes, reference items, sketches, drawings, memoranda, analyses, compilations, studies, summaries and other material relating to Protected Information, however documented.

8.2. Notwithstanding the foregoing, Protected Information shall not include the following:

8.2.1. Public information, but only information that becomes publicly available or made available to the Contributor by unaffiliated third parties without breach of (a) this Agreement, (b) any other agreement or instrument to which one or both of the Company is a party or a beneficiary, or (c) any duty owed to one or both of the Company by the Contributor or any third party, whether by contractual, legal, fiduciary or other obligation; and

8.2.2. Information previously known to the Contributor, but only information that the prior knowledge of which is evidenced by written and dated documentary proof, and was not at the time of acquiring such information, subject to any duty owed to the Company by the Contributor or any third party disclosing such information to the Contributor, whether by contractual, legal, fiduciary or other obligation, and the Contributor has disclosed such prior knowledge of which to the Company either prior to the effective date of this Agreement.

9. Covenants Relating to Protected Information. The Contributor covenants and agrees to keep all Protected Information confidential for the benefit of the Company, and as part of that obligation, shall not at any time, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use any Protected Information. The Contributor further covenants and agrees not to record, copy, adapt or distribute any Protected Information without the consent of the Company. These covenants and promises shall not apply to any conduct for which the Company has given prior written consent, or if the conduct is a disclosure directly pursuant to a valid and existing order of a court or other governmental body or agency within the United States, provided, however, that (1) the Contributor shall first have given prompt notice to the Company of any such possible or prospective order; (2) the Company shall have been afforded a reasonable opportunity to prevent or limit any such disclosure; and (3) the Contributor shall use best efforts to obtain reasonable assurances that confidential treatment will be accorded to any Protected Information so disclosed

10. Related Provisions. The Contributor agrees that the rights of the Company provided by this Agreement are special, unique and of extraordinary character and that the Company will be without an adequate remedy at law if the Contributor violates any of those covenants. Accordingly, the Contributor agrees that the Company shall be entitled to injunctive relief to enforce such covenants. It is also agreed that each of the covenants set forth in this Agreement are independent of any other provisions in this Agreement. If a court of competent jurisdiction holds any such covenant invalid, void or unenforceable, such invalidity, or unenforceability shall not render any other provision of this Agreement unenforceable. It is the parties' intent that any covenant held overbroad by any court be enforced to the maximum extent deemed reasonable by that court. The existence of any claim or cause of action of the Contributor against the Company, whether based on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

11. Notices. In the case of any notice required, or permitted to be given, under this Agreement, it shall be sufficient if the notice is given via email, or mailed to the addresses provided by the Contributor or the

Company in this Agreement.

- 12. Waiver. The waiver of the Company of a breach of any provision of this Agreement by the Contributor shall not operate or be construed as a waiver of any subsequent breach by the Contributor.
- 13. Binding Effect. The rights and obligations of the Company under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Company. More specifically, the Company's rights in this Agreement can be assigned to a purchaser or successor of the Company. The rights of the Contributor under this Agreement may not be assigned without the prior written consent of the Company.
- 14. Governing Law. This Agreement shall be interpreted, construed and governed according to the law of the State of Virginia providing however that the Company has the right to submit any dispute of any nature to arbitration prior to any other legal procedure or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth beneath their signatures as follows:

	<i>Contributor</i>	<i>Company</i>
Name:		
Title:		
Company:		Zope Corporation
Email Address:		Legal@zope.com
Phone Number:		1 540 361 1700
Signature:		