

# Songbird Copyright Assignment Agreement



**Hello and thank you for your contribution.** We require this agreement from contributors to our products such as Songbird. If you have been asked to sign this agreement, we have decided to accept your contribution into Songbird or some other product we're working on. See the FAQ here for more information: <http://songbirdnest.com/development/contribution-faq>

This agreement requires that you assign your Contributions (defined below) and related intellectual property rights to us, while giving you the freedom to continue using your Contributions in any manner you wish. This agreement also requires us to license your Contributions to the general public under an OSI-certified license, while maintaining our ability to license Songbird to our customers and partners under terms that meet their needs.

**1. What do we mean by "Contributions"?** "Contributions" means the past, present, and future computer code you have contributed, are contributing or will contribute to Songbird, including binary and source code and any accompanying documentation and files, and anything else described below:

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**2. Contributions and the OSI.** POTI, Inc. ("POTI") will make the Contributions available under at least one license approved by the Open Source Initiative, and may also make the Contributions available under other license terms.

**3. Some conditions to your contribution.** You agree that you alone created the Contributions, that you own and have sufficient legal rights to contribute the Contributions to POTI in accordance with the terms of this Agreement, and that you will not provide any Contributions that violate any law or breach any contract. For example, if a third party, such as your employer, has rights to intellectual property ("IP Rights") you create, you agree that such third party has (1) no IP Rights in the Contributions; (2) granted sufficient written permission for this assignment; or (3) waived its IP Rights in the Contributions in writing. You agree the Contributions are submitted without any obligation to keep those Contributions confidential.

**4. What are you assigning to POTI?** You hereby assign and agree to assign to POTI all worldwide common law and statutory rights in or associated with the copyrights and all other right, title and interest you now or may in the future have in and relating to the Contributions and all applications for registration of the Contributions (all of which are part of the definition of "Contributions") to the extent allowable under applicable local laws and copyright conventions. This assignment includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be referred to as "moral rights," "artist's rights," "droit moral," or the like. You hereby provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing to the extent possible. To the extent this assignment is not effective, you grant POTI a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sublicensable and fully paid-up right to use, modify, create derivative works of, perform, display, reproduce and distribute the Contributions.

**5. What if we need your assistance to complete the assignment?** You agree at the request and expense of POTI to execute any documents or perform any actions which POTI may request to perfect this assignment or otherwise implement this Agreement. You agree that this assignment may be submitted by POTI to register a copyright in the Contributions.

**6. POTI's license to you.** POTI hereby grants to you a worldwide, non-exclusive, royalty-free, perpetual, and fully paid-up right to use, modify, create derivative works of, perform, display, reproduce and distribute the Contributions in any manner you wish.

**7. Limitation on your warranties to POTI.** Except as set forth herein, the Contributions are provided "AS-IS" and without any express or implied warranties of any kind, including any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**8. Miscellaneous terms.** This Agreement constitutes the entire agreement between you and POTI with respect to the subject matter herein, and supersedes any prior or contemporaneous agreements, written or oral. This Agreement may be modified only by a written agreement signed by both you and POTI. This Agreement shall be governed by and enforced in accordance with the laws of the United States and the State of California, without giving effect to any conflicts of law principles. POTI may assign or otherwise transfer this Agreement without your consent. You further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms.

I have read this Agreement, understand it, and agree to be bound by its terms and conditions:

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Bugzilla

Login: \_\_\_\_\_

Please mail a signed original of this document to POTI:

**POTI, Inc.**  
**Attn: Copyright Assignment**  
**585 Howard St Fl 2**  
**San Francisco CA 94105, USA**

Or email [legal@songbirdnest.com](mailto:legal@songbirdnest.com) with the subject "Mailer" and your mailing address for a mailer.

