

**Fluendo Embedded, S.L. Copyright Assignment Agreement**

*Elisa Media Center*

Full Name: \_\_\_\_\_ (the "**Contributor**")

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

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

You, the Contributor, agree, understand, and state that:

1. The term "**Contributions**" means all computer code in both binary and source forms, all changes, fixes and enhancements, and any documentation and related materials, submitted in connection with, or intended to be compiled or integrated with, Elisa Media center software or with any other Fluendo Embedded's open source project software.
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3. You will sign any patent applications, assignments, documents and other papers and shall perform any other acts considered necessary by Fluendo Embedded to vest all such rights, titles and interests in the Contributions in Fluendo Embedded, and to perfect, defend and maintain Fluendo Embedded's rights therein, except that You are not required to do anything that would impose an unreasonable time or cost burden on You.
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6. You represent and warrant that: (i) You are without exception fully entitled and authorized to grant the above assignment, have not assigned or transferred to any third person any of the rights in the Contributions, and have not taken nor will take any action that may be inconsistent in any way with the free exploitation of the Contributions by Fluendo Embedded; and (ii) the Contributions will not contain any worms, viruses, trojan horses or other harmful components.
7. The Contribution has been created by you and as far as you should reasonably know does not violate any law nor breaches any rights of any third party. Contributor accepts to indemnify Fluendo Embedded from any damage or loss arising from an infringement that the Contributor should reasonably know or could have known.
8. If your employer(s) or others ("Third Parties") generally have rights to some intellectual property that you create, you declare that you have full permission to make this Copyright Assignment on your own behalf, the Third Parties have waived such rights, or the Third Parties have no such rights with respect to the Contributions.
9. Except for the statements You have made in this Agreement, the Contributions are provided "as is", without warranty of any kind, either express or implied, including, without limitation, any warranty of merchantability and/or fitness for a particular purpose.
10. This Agreement shall be governed by the laws of Spain and You and Fluendo Embedded hereby submit to the exclusive jurisdiction of the courts of Barcelona, Spain.

Date: \_\_\_\_\_

Signature:

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

The Contributor

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**Please fax and then send a signed original of this Agreement to:**

Fax: +34 934127034

Mail: [lionel@fluendo.com](mailto:lionel@fluendo.com)

Contact person: Lionel Martin

Fluendo Embedded, S.A.

World Trade Center Edificio Norte, 6 pl.

08039 Barcelona

Spain