ASSIGNMENT OF COPYRIGHT IN REVISIONS OF RLIB

The undersigned ("Developer"), wishing to contribute to the development of the **RLIB** software program ("Program") authored by SICOM Systems, Inc. ("SICOM"), and in consideration of being recognized as a contributor to the RLIB development community in such media as SICOM may choose from time to time, and other good and valuable consideration, and intending to be legally bound hereby, does hereby agree as follows:

1. (a) Developer hereby agrees to assign and does hereby assign to SICOM, its successors and assigns, Developer's copyrights throughout the world, in additions, changes and enhancements to the Program created by or for Developer, including any accompanying documentation files and supporting files as well as the actual program code for the full duration of all such rights, and any renewals or extensions thereof. These additions, changes, and enhancements, and any portions thereof, are herein called the "Works." This assignment applies to all past and future Works of Developer that constitute additions, changes, or enhancements to the Program.

(b) SICOM agrees to grant back to Developer, and does hereby grant, non exclusive, perpetual, royalty free and non cancelable rights to use the Works (i.e., Developer's additions, changes, and enhancements, not the Program that they enhance), as Developer sees fit. This grantback does not limit SICOM's rights and public rights acquired through this assignment.

(c) Developer acknowledges and agrees that SICOM is, and has all the rights of, a copyright owner in the assigned copyrights (subject to the license grantback to Developer stated above) including the right to enforce the copyright and the right to use, license and distribute the Works, or any work that in whole or in part incorporates or is derived from all or part of the Works, with the Program enhanced thereby or as standalone modules, all either as made or acquired by Developer or in modified form.

2. Developer will notify SICOM promptly after learning of any outstanding rights or claims of rights of any person in, to, or against the Works that might be adverse to the rights of Developer or SICOM or to the purpose of this agreement. Developer will respond to occasional reasonable requests from SICOM for current information on any such rights or claims.

3. The parties shall each execute such documents and undertake such acts as may be requested by the other to implement the letter and spirit of this agreement and any conveyance stated herein, subject to a limitation of reasonableness of such request with attention to cost and time burdens imposed thereby.

4. SICOM agrees to distribute the Works or a Program enhanced by the Works, if at all, under a license that complies with the Debian Free Software Guidelines, such as the GNU General Public License (GPL). SICOM may at its sole discretion also offer the Works or a Program enhanced

by the Works under other license terms, including commercial license terms. SICOM may charge a fee for the Program under any type of license if it so chooses.

5. Developer hereby agrees that if Developer has or acquires hereafter any patent or copyright or other intellectual property interest dominating the Works, the Program, the Program as enhanced by the Works, or other enhancements to the Program, or the use of any of those, such dominating interest will not be used to undermine the effect of this assignment, i.e., SICOM and the general public will be licensed to use, in that Program or Programs and their derivative works, without royalty or limitation, the subject matter of the dominating interest. This license provision will be binding on the assignees of, or other successors to, the dominating interest, as well as on Developer. This license grant is nonexclusive, perpetual, royalty free and non-cancelable.

6. (a) Developer represents and warrants to SICOM that Developer is the sole copyright holder of the Works conveyed either now or in the future under this agreement. Developer agrees to hold SICOM harmless from liability or damage arising out of any breach of this warranty, or out of Developer's failure to notify SICOM of adverse rights or claims pursuant to Section 2. Developer is not obliged to defend SICOM against any spurious claim of adverse ownership, but will cooperate with SICOM in defending against any such claim and will indemnify SICOM for all losses if the claim is not spurious, i.e. if the adverse claimant is a true owner and SICOM is thereby damaged, including but not limited to the amount of all adverse damage judgments and costs of litigation.

(b) Developer makes no other express or implied warranty (including without limitation, in this disclaimer of warranty, any warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE).

7. This agreement shall be construed, and the legal relations between the parties determined, in accordance with the law of Pennsylvania, and if applicable, the laws of the United States, without regard to their conflicts of laws provisions. Any dispute arising under this agreement or these RLIB Commercial Terms shall be submitted exclusively to binding arbitration in Doylestown, Pennsylvania in accord with the rules of the American Arbitration Association. This shall not prevent either party from seeking a preliminary injunction or other equitable relief in a judicial proceeding in the U.S. District Court for the Eastern District of Pennsylvania, or the Court of Common Pleas for Bucks County, Pennsylvania.to prevent irreparable harm pending arbitration. Each party hereby irrevocably consents and submits to the personal jurisdiction and venue in the specified forums.

8. This agreement is the complete and exclusive Agreement between SICOM and Developer concerning its subject matter, and supersedes any and all other discussions, negotiations, understandings or agreements, oral or written,

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with respect thereto, and may not be modified except in writing, signed by both parties.

9 Each party acknowledges that it has read and understood the terms and conditions set forth in this agreement and intends to be legally bound thereby. The person signing below for SICOM, and if Developer is a corporation, partnership, or other legal entity, the person signing below for Developer, represent and warrant that they are authorized to sign on such party's behalf.

Developer Signature: _____

Name: _____

Date:_____

Company Name:_____
(if applicable)

Address: _____

_____

_____

Telephone: _____

ACCEPTED: SICOM Systems, Inc.

By:_____
Robert Kratz, RLIB/Director of Special Projects

SICOM appreciates Developer's contributions to the RLIB project!