

Fiduciary Licence Agreement

(Version 1.0)

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VIA VITTORIO EMANUELE 27, 12051 ALBA, ITALY
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COPYRIGHT (C) 2002-2007 FSFE, E.V.,
TALSTRASSE 110, 40217 DUSSELDORF, GERMANY
THIS LICENCE IS RELEASED UNDER THE TERMS OF
THE GNU FREE DOCUMENTATION LICENCE (GFDL) VERSION 1.2.

Preamble

The purpose of this agreement is to ensure the lasting protection of Epic.NET by making Giacomo Tesio the fiduciary of the author's interests. It empowers Giacomo Tesio (here after referred to as "Giacomo") – to uphold the interests of Epic.NET's authors and protect them in court, if necessary.

Giacomo is given the right to use, reproduce, modify, distribute and relicense the software as necessary for the long-term legal maintainability, economic exploitation and protection of the software. The agreement also grants the author an unlimited amount of non-exclusive licences by Giacomo, which allow using and distributing the author's contributions in other projects and under other licences.

The contracting parties sign the following agreement in full consciousness that by the grant of exclusive licence to Giacomo Tesio and by the administration of these rights Giacomo becomes trustee of the author's interests for the benefit of Epic.NET and allows Giacomo to use and distribute the program in other projects and under other licences.

Agreement

Between (please cross out unsuitable alternatives)

- the author

----- (Name)
----- (Occupation, Date of Birth)
----- (Street)
----- (ZIP, City, Country)
----- (Pseudonym, Email)

- the owner of the exclusive licence,

----- (Company or name)
----- (HQ or addr.)
----- (managing director)

- acquired by virtue of a contract date as of
- contracting party:
- acquired as employer in the context of a work and service relationship

- hereinafter referred to as “Beneficiary” –

and

Giacomo Tesio
Via Vittorio Emanuele, 27
12051 Alba
Italy

- hereinafter referred to as “Giacomo” –

the following agreement is entered into:

§ 1 Grant

(1) Subject to the provision of § 2, Beneficiary assigns to Giacomo the Copyright in computer programs and other copyrightable material world-wide, or in countries where such an assignment is not possible,¹ grants an exclusive, royalty-free, transferable licence, including, inter alia:

1. the right to reproduce in original or modified form;
2. the right to redistribute in original or modified form;
3. the right of making available in data networks, in particular via the Internet, as well as by providing downloads, in original or modified form;
4. the right to authorize third parties to make, use and distribute derivative works of the Software, or to work on and commit changes or perform this conduct themselves;
5. the right to derive revenue from such activities and from all other forms of economic exploitation in the Software permitted by law.

(2) Beneficiary's moral or personal rights remain unaffected by this Agreement.

(3) In some countries, the law may provide that the employer is deemed to be the owner of the rights on materials developed by an employee in the course of his or her employment, unless the parties have agreed otherwise. The Beneficiary is aware of these provisions, and therefore warrants, represents and guarantees that the Subject Matter is free of any of his or her employer's exclusive exploitation rights.

§ 2 Subject Matter

The rights and licences granted in § 1 are subject to all "Software" and "Documentation." For the purpose of this Agreement, "Software" shall mean all computer programs, copyrightable sections of computer programs or modifications of computer programs that have been developed or programmed by Beneficiary and that he specifies in this Agreement below. Likewise, "Documentation" shall refer to all manuals and documentation written by Beneficiary alongside and usually distributed with the "Software" and are similarly specified below:

¹Countries where assignments of the copyright in a work are impossible include, but are not limited to, Germany, Austria, Slovenia and Hungary.

Except in countries where such an assignment is not possible, the rights [and licences] granted under this agreement by Beneficiary shall also include developments, corrections of errors or faults and other modifications and derivative works of the Software that Beneficiary obtains either copyright ownership or exploitation rights during the five years after the date of this document. Excluded from this provision are modifications that are not derived from the subject matter and that have to be regarded as independent and original software.

**§ 3 Giacomo's Rights and
Re-Transfer of Non-Exclusive Licence**

(1) Giacomo shall exercise the granted rights and licences in his own name. Furthermore, Giacomo shall be authorized to enjoin third parties from using the software and forbid any unlawful or copyright infringing use of the Software, and shall be entitled to enforce all his rights in his own name in and out of court. Giacomo shall also be authorized to permit third parties to exercise Giacomo's rights in and out of court.

(2) Giacomo grants to Beneficiary a non-exclusive, worldwide, perpetual and unrestricted licence in the Software. This right's [and licence's] scope shall encompass and include all the rights [and licences] specified in § 1. Furthermore, Giacomo grants to Beneficiary additional non-exclusive, transferable license to use, reproduce, redistribute and make available the Software as needed for releases of the Software under other licences. This re-transfer shall not limit the scope of Giacomo's exclusive licence in the Software and Giacomo's rights pursuant to § 1.

(3) The transfer of the rights and licences specified in § 1 shall be unrestricted in territory and thus shall apply world-wide for the total duration provided for by law.

§ 4 Miscellaneous

(1) Regarding the succession of rights in this contractual relationship, Italian law shall apply, unless this Agreement imposes deviating regulations. In case of the Beneficiary's death, the assignment of exclusive rights shall continue with the heirs. In case of more than one heir, all heirs have to exercise their rights through a common authorized person.

(2) Place of jurisdiction for all legal conflicts arising out of or in connection with this Agreement is Alba, Italy.

City/Country,

Date

City/Country,

Date

-----, -----

-----, -----

(Signature)

(Giacomo)