

## Contributor Agreement [VMware open-vm-tools Project]

This Contributor Agreement (the "Agreement") effective as of \_\_\_\_\_, 20\_\_ by and between VMware, Inc. ("VMware" or "we"/"us"/"our"), a Delaware corporation, at 3401 Hillview Avenue, Palo Alto, California 94304; and \_\_\_\_\_ ("Contributor"), an:  individual with an address at \_\_\_\_\_ or  \_\_\_\_\_ corporation, with a place of business at \_\_\_\_\_.

- This Agreement allows the Contributor to contribute to the VMware open-vm-tools Project (the "Project").
1. (a) A "Contributor" or "you"/"your" is any individual or any individual on behalf of a legal entity who Submits a Contribution to the Project.
  - (b) A "Contribution" is any original work (including a patch, tool, specification, documentation, sample or other material), including modifications or additions made to an existing work, whether in source or object code, which you Submit to the Project and originates from you.
  - (c) You "Submit" a Contribution when you send any form of verbal, electronic, or written communication or documentation to the Project (including email to [open-vm-tools-devel@lists.sourceforge.net](mailto:open-vm-tools-devel@lists.sourceforge.net) or individual developers@vmware.com), and expressly indicate intent to make a Contribution.

2. With respect to any worldwide copyrights, copyright applications and registrations in your Contribution, you irrevocably assign to us joint copyright ownership. If we make your Contribution available under any license, we will also make it available under an appropriate license approved by the Open Source Initiative. If by law, some or all of the rights provided above cannot be assigned to us, you provide to us an irrevocable, perpetual, non-exclusive, royalty-free, unlimited, worldwide, and unconditional license to use and otherwise exploit, commercialize or transfer interest in the Contribution in any manner, including the ability to license and sublicense through multiple levels of sublicensees.

- You agree that:
- (a) each party can do all things in relation to your Contribution as if each were the sole owner of it. If either party makes a derivative work (or has it made) based on the Contribution, the party that makes the derivative work will be the sole owner of that derivative work;
  - (b) you will not assert any moral rights you may have in the Contribution against VMware, its licensees or transferees;
  - (c) we may register a copyright in the Contribution and exercise all ownership rights associated with it; and,
  - (d) neither party has a duty to consult with, obtain consent of, or pay or render accounting to the other for any use or distribution of the Contribution.

You grant us an irrevocable, perpetual, non-exclusive, royalty-free, unlimited, worldwide, and unconditional patent license to any rights required to make, have made, use, offer to sell, sell, import, prepare derivative works, and otherwise exploit, including the ability to license and sublicense through multiple levels of sublicensees, commercialize or transfer interest in the Contribution. Such patent license applies only to those patent claims that are necessarily infringed by the Contribution or by the combination of the Contribution with a VMware product.

Except as provided above, you keep all right, title and interest in your Contribution. The rights you grant to us are effective on the date you first Submitted a Contribution, even if the submission took place before the date you sign this Agreement.

3. You represent that: (a) each Contribution is your original work and you are legally entitled to grant the assignment and license(s) set forth in Section 2 above.
- (b) entering into this Agreement and submitting a Contribution to the best of your knowledge does not violate any third party intellectual property right, and does not violate, breach or constitute a default under any other agreement to which you are a party;
- (c) if you are an individual Contributor, all applicable third parties (including an employer, partnership, or joint venture) have waived all rights in or is otherwise not entitled to the intellectual property rights for your Contribution(s);
- (d) no government license or permission is required for the export, import, transfer or use of the Contribution; and,
- (e) no claim or dispute has been alleged, threatened, made or filed in connection with the ownership, use or distribution of the Contribution.

4. You agree that: (a) should you become aware of any circumstances that would make the representations in Section 3 inaccurate or untrue, you will promptly notify the Project at [oss-queries@vmware.com](mailto:oss-queries@vmware.com); and, (b) at no time will you dispute, contest, aid or assist others in disputing or contesting, directly or indirectly, our right, title, and interest in any and all Contribution(s) or derivative works thereof.

5. You are not obligated to provide support to us for your Contributions and any support you wish to provide is entirely at your discretion. EXCEPT AS SET FORTH IN SECTION 3, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND TO THE OTHER WITH RESPECT TO THE CONTRIBUTIONS OR IN CONNECTION WITH THIS AGREEMENT. This Agreement may not be assigned by you without our prior written consent which shall not be unreasonably withheld. This Agreement will be governed by the laws of the State of California excluding its conflict of law principles. Each of us expressly consents to venue and jurisdiction for any legal action in the state courts of Santa Clara County, California, and the federal courts of the Northern District of California.

VMWARE, INC.

CONTRIBUTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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