

## Corporate Contributor License Agreement (“Agreement”) - Crowbar

The following license is based on the Corporate Contributor License Agreement v. 2.0 developed by the Apache Software Foundation.

In order to clarify the intellectual property license granted with Contributions from any person or entity, Dell must have a Contributor License Agreement on file that has been signed by each Contributor, indicating agreement to the license terms below. This license does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the “Corporation”) to submit Contributions to Dell, to authorize Contributions submitted by its designated employees to Dell, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then send a copy of the executed Agreement to [opensource@dell.com](mailto:opensource@dell.com) with a copy to [DellCrowbar@Dell.com](mailto:DellCrowbar@Dell.com).

Please read this document carefully before signing and keep a copy for your records.

Corporation name: \_\_\_\_\_

Corporation address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Point of Contact: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Dell. Except for the license granted herein to Dell and recipients of software distributed by Dell, You reserve all right, title, and interest in and to Your Contributions.

## 1. **Definitions.**

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Dell. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation, or other original works of authorship expressly identified in Schedule B, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Dell for inclusion in, or documentation of, any of the products owned or managed by Dell, including but not limited to Crowbar (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Dell or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Dell for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. **Grant of Copyright License.** Subject to the terms and conditions of this Agreement, You hereby grant to Dell and to recipients of software distributed by Dell a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. **Grant of Patent License.** Subject to the terms and conditions of this Agreement, You hereby grant to Dell and to recipients of software distributed by Dell a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) were submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which You have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

4. **Authority.** You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) is authorized to submit Contributions on behalf of the Corporation.

5. **Original Creation.** You represent that each of Your Contributions is Your original creation (see Section 7 for submissions on behalf of others). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are aware and which are associated with any part of Your Contributions.

6. **Support and Disclaimer.** You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or as agreed to in writing, You provide Your Contributions on an "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied, including, without limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. **Submissions on Behalf of Others.** Should You wish to submit work that is not Your original creation, You may submit it to Dell separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which You are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]."

8. **Duty to Update.** It is your responsibility to notify Dell when any change is required to the list of designated employees authorized to submit Contributions on behalf of the Corporation, or to the Corporation's Point of Contact with Dell. You also agree to notify Dell of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

9. **Miscellaneous.** This Agreement and any claims relating to this Agreement or any relationships contemplated herein shall be governed and construed in accordance with the laws of the State of Texas, U.S.A. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein and merges all prior discussions and agreements, both oral and written, between the parties. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a writing executed by an authorized representative of each party.

Please sign: \_\_\_\_\_ Date: \_\_\_\_\_  
(Authorized Representative)

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

Corporation: \_\_\_\_\_

## **Schedule A**

[Initial list of designated employees. NB: authorization is not tied to particular Contributions.]

## **Schedule B**

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]