

# Contribution License Agreement

This Contribution License Agreement (“**Agreement**”) is agreed to by the parties signing below (“**You**”), and conveys certain license rights to Microsoft Corporation and its affiliates (“**Microsoft**”) for Your contributions to Microsoft open source projects. This Agreement is effective as of the latest signature date below (“**Effective Date**”).

## 1. Definitions.

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to Microsoft under this Agreement.

“**Project**” means any of the projects owned or managed by Microsoft and offered under a license approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)).

“**Submit**” is the act of uploading, submitting, transmitting, or distributing code or other content to any Project, 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, the Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Submission.”

“**Submission**” means the Code and any other copyrightable material Submitted by You, including any associated comments and documentation.

**2. Your Submission.** You must agree to the terms of this Agreement before making a Submission to any Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 4 below), Submit to any Project.

**3. Originality of Work.** You represent that each of Your Submissions is entirely Your original work. Should You wish to Submit materials that are not Your original work, You may Submit them separately to the Project if You (a) retain all copyright and license information that was in the materials as you received them, (b) in the description accompanying your Submission, include the phrase “Submission containing materials of a third party:” followed by the names of the third party and any licenses or other restrictions of which You are aware, and (c) follow any other instructions in the Project’s written guidelines concerning Submissions.

**4. Your Employer.** If You have an employer (other than yourself), You must have the employer sign in one of the two spaces indicated below. If the employer signs in the first space, the term “You” in this Agreement will refer to You and the employer collectively. If You change employers in the future and desire to Submit additional Submissions, then You agree to sign a new Agreement signed by the new employer before Submitting those Submissions.

## 5. Licenses.

**a. Copyright License.** You grant Microsoft, and those who receive the Code directly or indirectly from Microsoft, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the Submission to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Submission and such derivative works, and to sublicense any or all of the foregoing rights to third parties.

**b. Patent License.** You grant Microsoft, and those who receive the Code directly or indirectly from Microsoft, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license under your patent claims that directly read on the Code to make, have made, use, offer to sell, sell and import or otherwise dispose of the Code.

**c. Other Rights Reserved.** Each party reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.

**6. Representations and Warranties.** You represent that You are legally entitled to grant the above licenses. You represent that each of Your Submissions is entirely Your original work (except as you may have disclosed under Section 3). If an individual is signing this Agreement on behalf of the employer of a person making a Submission, pursuant to Section 4 above, the individual represents and warrants that he or she has the necessary authority to bind the listed employer to the obligations contained in this Agreement. You are not expected to provide support for Your Submission, unless you choose to do so. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN SECTIONS 3, 4, AND 6, THE SUBMISSION PROVIDED UNDER THIS AGREEMENT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**7. Notice to Microsoft.** You agree to notify Microsoft in writing of any facts or circumstances of which You later become aware that would make Your representations in this Agreement inaccurate in any respect.

**8. Information about Submissions.** You acknowledge that contributions to Projects and information about contributions may be maintained indefinitely and disclosed publicly, including your name and other information that you submit with Your Submission.

**9. Governing Law/Jurisdiction/Attorneys' Fees.** This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

**10. Entire Agreement/Assignment.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by Microsoft.

*[Remainder of page intentionally left blank]*

Name ("You"): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Primary email address: \_\_\_\_\_

Mailing address: \_\_\_\_\_

In addition to Your signature above, please initial one of the boxes below:

\_\_\_\_ I am employed by someone else, and per Section 4 above, my employer, by signing below, agrees to be a party to this Agreement, and the defined term "You" includes my employer.

Employer Name (Individual or Company): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

\_\_\_\_ I am employed by someone else, and my employer, by signing below, waives any rights it may have to my Submissions by virtue of my having created it during the term of my employment (including by virtue of any contract with my employer). If signed below, the defined term "You" does not include my employer.

Employer Name (Individual or Company): \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

\_\_\_\_ I am not employed by anyone (other than myself) and have sole rights to my Submissions.

*If you have multiple employers, please attach a signature page for each of the employers.*