

### **Veritas Contributor License Agreements**

Prior to receiving information from any contributor, Veritas requires that all contributors complete, sign, and submit a Veritas Personal Contributor License Agreement (VPCLA). The purpose of the VPCLA is to clearly define the terms under which intellectual property has been contributed to the project and thereby allow Veritas to defend the project should there be a legal dispute regarding the software at some future time. A signed VPCLA is required to be on file before an individual is given commit privileges to the Veritas open source project. Please note that the privilege to commit to the project is conditional and may be revoked in certain circumstances.

If you are employed by a corporation, a Veritas Corporate Contributor License Agreement (VCCLA) is also required before you may contribute to the project. If you are employed by a company, you may have signed an employment agreement that assigns intellectual property ownership in certain of your ideas or code to your company. We require a VCCLA to make sure that the intellectual property in your contribution is clearly contributed to the project, even if that intellectual property had previously been assigned by you.

Please complete the VPCLA and, if required, the VCCLA and return to the Veritas project administrator for the applicable project. Please be sure to keep a signed copy for your records.



#### VERITAS PERSONAL CONTRIBUTOR LICENSE AGREEMENT

You accept and agree to the following terms and conditions for Your present and future Contributions submitted open source projects (the "Project(s)") managed by Veritas Technologies LLC ("Veritas"). Except for the license granted herein, 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 Veritas. 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 any original work of authorship, including any modifications or additions to an existing work, that is submitted by You to Veritas for inclusion in, or documentation of, the Project managed by Veritas. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Veritas 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, Veritas for the purpose of discussing and improving the Project.

- 2. **Copyright(s).** With respect to any worldwide copyrights, or copyright applications and registrations, in your Contribution:
  - You hereby assign to Veritas joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to Veritas a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at Veritas's option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
  - You agree that Veritas can do all things in relation to your contribution as if Veritas were the sole owners, and if Veritas makes a derivative work of your contribution, Veritas will be the sole owner of that derivative work;
  - You agree that you will not assert any moral rights in Veritas's contribution against Veritas, Veritas's licensees or transferees;
  - You agree that Veritas may register a copyright in Veritas's contribution and exercise all ownership rights associated with it; and
  - You agree that Veritas has no duty to consult with, obtain the consent of, pay or render an accounting to You for any Veritas use or distribution of your contribution.
- 3. **Patents**. Subject to the terms and conditions of this Agreement, You hereby grant to Veritas a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, Veritas, offer to sell, sell, import, and otherwise transfer the Project 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 Project to which such Contribution(s) was submitted.
- 4. Right to Grant License. You represent that: (a) you are legally entitled to grant the above License; (b) If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to Veritas, or that your employer has executed a separate Veritas Corporate Contributor License Agreement with Veritas; (c) each of Your Contributions is Your original Creation; and (d) Your



Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) related to any part of your Contribution of which you are personally aware; such details are included in the source file to which the license or restriction applies.

- 5. Support. 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 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.
- 6. General. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of California and the federal government of the United States of America, without regard to conflict of laws principles. This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between them, whether written or oral, relating to the subject matter contained herein. This Agreement may be changed only if agreed to in writing and signed by an authorized signatory of each party. You agree to notify Veritas of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

| Signature:       | Date:      |
|------------------|------------|
| Full name:       | E-Mail:    |
| Mailing Address: | Telephone: |
| Country:         | Facsimile: |



#### VERITAS CORPORATE CONTRIBUTOR LICENSE AGREEMENT

You accept and agree to the following terms and conditions for Your present and future Contributions to open source projects (the "Project(s)") managed by Veritas Corporation. Except for the license granted herein, 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 Veritas. 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, including any modifications or additions to an existing work that is submitted by an Authorized Contributor to Veritas for inclusion in, or documentation of, the Project. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Veritas 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, Veritas for the purpose of discussing and improving the Project.
  - "Authorized Contributor" means Your employee(s) or contractor(s) listed on Schedule A to this Agreement, as that Schedule may be modified from time to time.
- 2. **Copyright(s).** With respect to any worldwide copyrights, or copyright applications and registrations, in your Contribution:
  - You hereby assign to Veritas joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to Veritas a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at Veritas's option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
  - You agree that Veritas can do all things in relation to your contribution as if Veritas were the sole owners, and if Veritas makes a derivative work of your contribution, Veritas will be the sole owner of that derivative work;
  - You agree that you will not assert any moral rights in Veritas's contribution against Veritas,
    Veritas's licensees or transferees;
  - You agree that Veritas may register a copyright in Veritas's contribution and exercise all ownership rights associated with it; and
  - You agree that Veritas has no duty to consult with, obtain the consent of, pay or render an accounting to You for any Veritas use or distribution of your contribution.
- 3. **Patents.** Subject to the terms and conditions of this Agreement, You hereby grant to Veritas a perpetual, worldwide, non-exclusive, no charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, Veritas, offer to sell, sell, import, and otherwise transfer the Project, 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 Project to which such Contribution(s) were submitted.



- 4. **Representations**. You represent that: (a) You are legally entitled to grant the above License; (b) each employee or contractor 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; © each of Your Contributions is Your original Creation; and (d) Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) related to any part of your Contribution of which you are personally aware; such details are included in the source file to which the license or restriction applies.
- 5. Support. You are not required 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 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.
- 6. General. It is your responsibility to notify Veritas 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 Veritas. You represent that you are authorized to sign this Agreement on behalf of the Company indicated below. This Agreement, and all matters arising out of or relating to this Agreement, shall be governed by the substantive laws of the State of California and the federal government of the United States of America, without regard to conflict of laws principles. This Agreement sets forth the entire agreement between the parties and supersedes prior proposals, agreements and representations between them, whether written or oral, relating to the subject matter contained herein. This Agreement may be changed only if agreed to in writing and signed by an authorized signatory of each party.

| Signature:       | Date:      |
|------------------|------------|
| Name:            | Title:     |
| Corporation:     |            |
| Mailing Address: | Telephone: |
| Country          | Facsimile: |



## Schedule A

# LIST OF DESIGNATED CONTRIBUTORS

[Initial list of designated employees or contractors]