

## ZIMBRA CONTRIBUTOR AGREEMENT

### Preamble

VMware provides the VMware Zimbra product family as an open source community project. Zimbra is an open source collaboration product that includes email, calendar, file sharing, address books and more. Zimbra is packaged as a server and as a desktop client that can be used with other email systems. It is available under the Zimbra Public End User License Agreement 2.3 and is open sourced under the Zimbra Public License 1.3.

We welcome software contributions to Zimbra. However, we ask that you execute a contributor agreement with us to maintain the integrity of the code base and allow us to act as stewards of the code in case of any legal challenge. Zimbra, Inc., the original sponsor of VMware Zimbra, was acquired by VMware, Inc. in February 2010. Therefore, if you enter into this agreement, you are entering into the agreement with VMware, Inc.

This preamble does not form part of the Agreement.

### Agreement

These terms apply to your Contributions (as defined below) to the **Zimbra project** (the "Project"), and set out the intellectual property rights you grant to VMware, Inc.

This Agreement allows submission of Contributions to VMware. If you have not already done so, please complete, sign, scan and submit a PDF copy of the signed Agreement to VMware at [contributions@zimbra.com](mailto:contributions@zimbra.com). The original signed Agreement should be sent to:

VMware, Inc.  
3401 Hillview Avenue  
Palo Alto, CA 94304  
Attention: Legal Dept., Products and Technology Group

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

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

Mailing Address: \_\_\_\_\_

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

Facsimile: \_\_\_\_\_

Country: \_\_\_\_\_

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

Zimbra Forum ID: \_\_\_\_\_

This Contributor Agreement (the "Agreement") is effective as of the last signature below 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
- ☐ a corporation duly organized and existing under the laws of \_\_\_\_\_, with a place of business at \_\_\_\_\_.

1. (a) A "Contributor" or "you"/"your" is the individual or any individual on behalf of the legal entity as specified above 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) "Submit" or "Submitted" means any form of electronic, verbal, or written communication sent to VMware 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, VMware for the purpose of discussing and improving the Project, excluding any submissions that are conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

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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) all applicable third parties (including, but not limited to an employer, employee, 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 [contributions@zimbra.com](mailto:contributions@zimbra.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: \_\_\_\_\_