

WAL-MART STORES, INC. CONTRIBUTOR AGREEMENT

This Wal-Mart Stores, Inc. ("Walmart") Contributor Agreement (the "WCA" or "Agreement") must be signed by any person or entity that wishes to contribute code or other materials to an open source project that is administered by Walmart. The WCA is for your protection as a Contributor as well as the protection of Walmart and its users.

If you agree to the terms, fill in the information requested below and sign the WCA where indicated. Read the WCA carefully before signing. These terms and conditions constitute a binding legal agreement.

1. Definitions.

"You" (or "Your") means the copyright or trademark owner or legal entity authorized by the copyright or trademark owner that is making this Agreement with Walmart. For legal entities, the entity making a Contribution and all of its Affiliates are considered to be a single Contributor.

"Affiliate" means any entity that controls, is controlled by, or is under common control with a party, where "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" means any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Walmart for inclusion in, or documentation of, any of the products owned or managed by Walmart (the "Work"). Contribution includes but is not limited to any source code, object code, patch, tool, sample, graphic, specifications, materials and documentation.

"Copyright" means all rights (including intellectual property rights) throughout the world protecting works of authorship owned or controlled by You or Your Affiliates, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions by You. For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to Walmart 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, Walmart 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."

"Trademark" means all word marks, logos, and all other source identifiers, and the goodwill associated with such source identifiers, created by You for purposes of the Contribution to Walmart.

"Walmart" means Wal-Mart Stores, Inc. and any of its Affiliates.

2. Grant of Copyright License.

You hereby grant to Walmart and to recipients of any Work distributed by or on behalf of Walmart under all Copyright a perpetual, worldwide, non-exclusive, no-charge, transferable, royalty-free, irrevocable license to reproduce, modify, prepare derivative works of, publicly display, publicly

perform, sublicense (including but not limited through multiple tiers of sublicensees), and distribute all or any portion of Your Contribution(s) and such derivative works, by any means or methods now known or later developed, and permit others to do any or all of the foregoing.

3. Grant of Patent License.

You hereby grant to Walmart and to recipients of any Work distributed by or on behalf of Walmart a perpetual, worldwide, non-exclusive, no-charge, transferable, royalty-free, irrevocable patent license, with rights to sublicense (including but not limited through multiple tiers of sublicensees), to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contribution or the combination of the Contribution and the Work (and portions of such combinations), by any means or methods now known or later developed, and permit others to do any or all of the foregoing, where such license applies only to those patent claims licensable by You or your Affiliates that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was 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 WCA for that Contribution or Work shall terminate as of the date such litigation is filed.

4. Assignment of Trademark.

To the extent a Contribution includes any Trademarks created by You for purposes of the Contribution to Walmart, You hereby assign, transfer, and convey to Walmart all right, title and interest in and to the Trademark(s), together with the goodwill of the Trademarks, to Walmart for its use and benefit. Upon assignment, Walmart shall be solely responsible to register, maintain, renew and perform all obligations with respect to the Trademark(s).

5. Moral Rights.

If moral rights apply to Your Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against Walmart or our successors in interest, or any of our licensees, either direct or indirect.

6. Representations.

- a. You represent that you are legally entitled to grant the above license and are of the age of majority to enter into a formal binding contract. 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 Walmart, or that your employer has executed a separate WCA with Walmart.
- b. You represent that each of Your Contributions is Your original creation or should You wish to submit work that is not Your original creation, You may submit it to Walmart 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]".

- c. 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 personally aware and which are associated with any part of Your Contributions.
- d. You represent that none of Your Contributions include any third party copyrights, patents, trade secrets, licenses or other restrictions ("Third Party IP") and that You will declare any dependencies any other open source projects, proprietary software or Third Party IP.
- e. You represent that none of Your Contributions include any viruses, Trojan horses, spyware, or other malicious code.
- f. You agree to notify us if You become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. Walmart may publicly disclose Your participation in the project, including the fact that You have signed the WCA.

7. Support of Contributions.

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.

8. Outbound Licensing.

You understand and agree that Walmart may license the Contribution under any license, in its sole discretion, including copyleft, permissive, commercial, or proprietary licenses. Notwithstanding the foregoing, You understand that Walmart has no obligation to use Your Contribution as part of any project.

9. General Provisions.

You acknowledge and agree that the English language version of this WCA controls and prevails over any discrepancies in any translation of this WCA. This WCA and the rights You grant to Walmart under this Agreement are effective on the date You first submit a Contribution to Walmart, even if Your submission took place before the date you sign this WCA. You agree not to use the name, logo, trademarks or trade names of Walmart, or its Affiliates, in any publicity release, promotions material, customer lists, advertising, marketing or business-generating efforts, whether written or oral, relating to this Agreement without obtaining Walmart's prior written consent, which consent may be withheld at Walmart's sole discretion. No failure or delay by You or Walmart in exercising any right under this WCA constitutes a waiver of that right. Should any provision of this WCA be held by a court to be unenforceable, such provision shall be modified by the court and interpreted so as to best to accomplish the objectives in the original provision to the fullest extent permitted by law, and the remaining provisions of this WCA shall remain in full force and effect. This WCA is governed in accordance with the laws of the United States and California. This WCA constitutes the entire agreement between the parties as to it subject matter and supersedes all prior and contemporaneous agreements, proposals or representations, written or

oral, concerning the subject matter of this WCA. No modification, amendment or waiver of any provision of this WCA shall be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted.

Individual Contributor Signature:

Signature: _____

Date: _____

Name (print): _____

Github Username: _____

Email: _____

Address: _____

Country: _____