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**Contributor License Agreement**

Rev. 1.0, 5/24/2024

Thank you for your interest in Broadcom Inc. Broadcom Inc. and all current and future subsidiaries of Broadcom Inc. are collectively the “Company.” In order to clarify the intellectual property license granted upon Contributions from any person or entity, the Company must have a Contributor License Agreement (“CLA”) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for Your protection as a Contributor as well as the protection of the Company and its users; it does not change Your rights to use Your own Contributions for any other purpose.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Company. This Agreement is by and between (i) You and (ii) Broadcom Inc. subsidiary CA, Inc., on behalf of itself and the Company.

1. Definitions.

**“You” (or “Your”)**

“You” (or “Your”) shall mean (i) the copyright owner and/or (ii) person or legal entity authorized by the copyright owner that is making this Agreement with the Company. “You” includes Your legal entity named in this Agreement’s signature line. 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, (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

**“Contribution”**

“Contribution” shall mean any work of authorship, including any modifications or additions to an existing work, that is submitted by You to the Company for inclusion in, or documentation of, any products or services (the “Work”). For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to the Company 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, the Company 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.”

1. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to the Company and to recipients of software distributed by the Company a perpetual, worldwide, non-exclusive, no-charge, royalty-free, assignable, sublicensable, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.
2. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the Company and to recipients of software distributed by the Company a perpetual, worldwide, non-exclusive, no-charge, royalty-free, assignable, sublicensable, irrevocable (except as stated in this section) patent license to make, have made, use, lease, offer to sell, sell, export, import, distribute, and otherwise dispose of the Contribution, derivative works thereof, and the Work, where such license applies only to those patent claims licensable by You that are infringed directly or indirectly by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any third party 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 indirect patent infringement, then any patent licenses granted by You to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.
3. You represent that You are legally entitled to grant the licenses in Sections 2 and 3. You represent that You own all right, title, and interest to Your Contributions or have the right to license all right, title, and interest to Your Contributions. 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 and execute this Agreement on behalf of that employer. If You are a legal entity, You represent that the person entering into this Agreement on behalf of the legal entity has the authority to bind the legal entity to the terms and conditions of this Agreement. If Your employee(s) has rights to intellectual property that is included in Your Contributions, You represent that You have received the rights to make Contributions on behalf of such employee(s).
4. 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) which are associated with any part of Your Contributions.
5. 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. Neither You nor the Company makes any representations, extends any warranties of any kind, assumes any responsibility or obligations whatever, or confers any right by implication, estoppel or otherwise, other than the licenses and rights herein expressly granted.
6. Should You wish to submit work that is not Your original creation, You may submit it to the Company 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]”.
7. You agree to promptly notify the Company at opensource@broadcom.com of any facts or circumstances of which You become aware that would make the representations herein inaccurate in any respect. You will provide any notice to Company under this Agreement to opensource@broadcom.com.
8. This Agreement is governed by the laws of the State of New York, exclusive of its conflict of law provisions, which shall apply in any dispute arising with respect to this Agreement. Solely for the purposes of such a dispute, the parties agree to be subject to personal jurisdiction and venue in any state or federal court in the County of New York in the State of New York with subject matter jurisdiction over such a dispute. No delay or omission to exercise any right, power or privilege hereunder will operate as a waiver of such right, power or privilege. This Agreement may be assigned by the Company.
9. If any provision of this Agreement is found to be invalid or unenforceable for any reason, then such provision will be modified to reflect the parties’ intention. All remaining provisions of this Agreement will remain in full force and effect. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. This Agreement sets forth the entire understanding and agreement between the parties regarding the subject matter herein, and supersedes any previous communications, representations or agreements, whether oral or written, regarding the subject matter herein. Neither You nor the Company shall be bound by any modifications, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein or in a writing signed with or subsequent to the execution date hereof by an authorized representative of the party to be bound thereby.

Your Legal Entity Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Your Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Your Name/Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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