

USD for Maya

Corporate Contributor License Agreement ("Agreement") v1.0

Thank you for your interest in the USD for Maya Open Source Project, a project hosted by Autodesk, Inc. ("**Autodesk**"). In order to clarify the intellectual property license granted with Contributions from any person or entity, Autodesk must have a Contributor License Agreement ("**CLA**") on file that has been signed by each Contributor to the USD for Maya Open Source Project (the "**Project**"), indicating agreement to the license terms below. This license is for your protection as a Contributor to the Project as well as the protection of Autodesk and the other Project users; it does not change your rights to use your own Contributions for any other purpose. This version of the Agreement allows an entity (the "**Corporation**") to submit Contributions to Autodesk for use with the Project, to authorize Contributions submitted by its designated employees to Autodesk, and to grant copyright and patent licenses thereto. If you have not already done so, please complete, print, sign, scan, and send an electronic copy of the signed Agreement to:

usdformaya.contributor.agreements@autodesk.com

Alternatively, you may mail the original of the signed Agreement to:

Autodesk, Inc.
10 Rue Duke
Montreal, Québec H3C 2L7
Canada
Attention: Neil Hazzard
USD for Maya Open Source Project

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

Corporation name: _____

Corporation address: _____

Point of contact: _____ **E-mail:** _____

Telephone: _____ **Facsimile:** _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Autodesk for use with the Project. Except for the license granted herein to Autodesk and the other Project users, You reserve all right, title, and interest in and to Your Contributions.

1. **Definitions.** "**You**" (or "**Your**") means the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with Autodesk. 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**" means the code, documentation or other original works of authorship expressly identified in **Schedule B**, as well as any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to Autodesk for inclusion in, or documentation of, the Project (the "**Work**"). For the purposes of this definition, "**submitted**" means any form of electronic, verbal, or written communication sent to Autodesk (including to the Project) or its representatives relating explicitly or implicitly to the 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, Autodesk 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." The term "Contribution" also includes any original work of authorship, including any modifications or additional to an existing work that was previously intentionally submitted by You to Pixar Animation Studios for the Universal Scene Description (or "USD") Project or to Animal Logic for the AL_USDMaya Plugin Project.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to Autodesk and the other Project users a perpetual, worldwide, non-exclusive, fully-paid, royalty free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to Autodesk and the Project users a perpetual, worldwide, non-exclusive, fully-paid, royalty-free, irrevocable (except as stated in this section) patent license to have made, use, offer to sell, sell, import, and otherwise transfer the Work, 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 Work to which such Contribution(s) were submitted, as such Work existed as of the date of your Contribution(s). This patent license does not apply to any other combinations which include the Contribution(s). If any entity (a "**Litigant**") 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 Litigant under this Agreement for that Contribution or Work will terminate as of the date such litigation is filed.

4. You represent that You are legally entitled to grant the above licenses and agree that Autodesk may make use of Your Contributions in a version of the Project software that Autodesk combines with its proprietary products and distributes under license terms other than the terms of the Project. You represent further that each employee of the Corporation designated on **Schedule A** below (as revised by You from time to time by submitting an updated **Schedule A** to Autodesk at the address or facsimile noted above) is authorized to submit Contributions on behalf of the Corporation.

5. You represent that each of Your Contributions is Your original creation (see section 7 for submissions on behalf of others).

6. 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, NONINFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. Should You wish to submit work that is not Your original creation, You may submit it to Autodesk 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]".

8. It is your responsibility to notify Autodesk 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 Autodesk.

9. This Agreement is the entire agreement between the parties on the subject matter hereof. No amendment or modification hereof will be valid or binding upon the parties unless made in writing and

signed by the duly authorized representatives of both parties. The relationship of the parties hereunder is that of independent contractors, and this Agreement will not be construed to imply that either party is the agent, employee, or joint venturer of the other. In the event that any provision of this Agreement is held to be unenforceable, this Agreement will continue in full force and effect without said provision and will be interpreted to reflect the original intent of the parties. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. You represent that the person signing this Agreement is Your authorized signatory.

Please Sign: _____ Date: _____

Title: _____ Corporation: _____

Schedule A

List of Designated Employees Authorized to Make Contributions to the Project.

Name of Corporation: _____

Names of Authorized Employees: [please list individual employees]

1) _____

2) _____

3) _____

Schedule B

Identification of Optional Concurrent Software Grant

[To be left blank or omitted if there is not concurrent software grant.]