

## Contribution License Agreement

This Contribution License Agreement (“**Agreement**”) is agreed to by the parties signing below (“**You**”), and conveys certain license rights to Microsoft Corporation and its affiliates (“**Microsoft**”) for your contributions to the relevant open source projects. This Agreement is effective as of the latest signature date below (“**Effective Date**”).

### 1. Definitions.

“**Code**” means the computer software code, whether in human-readable or machine-executable form, that is delivered by You to Microsoft under this Agreement.

“**Project**” means any of the projects owned or managed by Microsoft and offered under a license that has been, or was, approved by the Open Source Initiative ([www.opensource.org](http://www.opensource.org)).

“**Submit**” is the act of uploading, submitting, transmitting, or distributing code or other content to any 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, the Project for the purpose of discussing and improving that Project, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Submission.”

“**Submission**” means the Code and any other copyrightable material Submitted by You to Microsoft under this Agreement, including any associated comments and documentation.

**2. Your Submission.** You must sign this Agreement before making a submission to any Project. This Agreement covers any and all Submissions that You, now or in the future (except as described in Section 3 below), Submit to any Project.

**3. Covered Entities.** If anyone else has an ownership interest in Your Submission inconsistent with this Agreement, such as Your employer, You must have them sign where indicated below. In that case, the term “You” in this Agreement will refer to You and the listed individuals and entities, collectively. If, in the future, You desire to Submit additional Submissions in which others have an ownership interest or rights inconsistent with this Agreement and who have not signed below, then You agree to sign a new Agreement for such Submissions, signed by those other parties, together with or in advance of Submitting those Submissions to a Project.

### 4. Licenses.

**a. Copyright License.** You grant Microsoft, and those who receive the Code directly or indirectly from Microsoft, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the Submission to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Submission and such derivative works, and to sublicense any or all of the foregoing rights to third parties.

**b. Patent License.** You grant Microsoft, and those who receive the Code directly or indirectly from Microsoft, a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license under your patent claims that directly read on the Code to make, have made, use, offer to sell, sell and import or otherwise dispose of the Code.

**c. Other Rights Reserved.** Each party reserves all rights not expressly granted in this Agreement. No additional licenses or rights whatsoever (including, without limitation, any implied licenses) are granted by implication, exhaustion, estoppel or otherwise.

**5. Representations and Warranties.** You represent that You are legally entitled to grant the above licenses. You represent that each of Your Submissions is Your original work or that You have disclosed in writing at the time of Submission any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which You are aware with respect to Your Submission. If an individual is signing this Agreement on behalf of another entity that has an ownership interest in the Submission, pursuant to Section 3 above, such individual represents and warrants that he or she has the necessary authority to bind the listed entity to the obligations contained in this Agreement. YOU ARE NOT EXPECTED TO PROVIDE SUPPORT FOR YOUR SUBMISSION, UNLESS AND EXCEPT TO THE EXTENT YOU CHOOSE TO DO SO. UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING, AND EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 5, THE SUBMISSION PROVIDED UNDER THIS AGREEMENT IS PROVIDED WITHOUT WARRANTY OF ANY KIND, AND MICROSOFT AND YOU DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. Notice to Microsoft.** You agree to notify Microsoft in writing of any facts or circumstances of which You later become aware that would make these representations inaccurate in any respect.

**7. Governing Law/Jurisdiction/Attorneys' Fees.** This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to exclusive jurisdiction and venue in the Superior Court of King County, Washington. The parties waive all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule. In any action to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and other expenses.

**8. Entire Agreement/Assignment.** This Agreement is the entire agreement between the parties, and supersedes any and all prior agreements, understandings or communications, written or oral, between the parties relating to the subject matter hereof. This Agreement may be assigned by Microsoft, provided that the assignee agrees to all of the terms and conditions of this Agreement.

**Name ("You"):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Primary email address:** \_\_\_\_\_

**CodePlex ID:** \_\_\_\_\_

**GitHub ID:** \_\_\_\_\_

Mailing address: \_\_\_\_\_

Company: \_\_\_\_\_

In addition to Your signature above, please initial one of the boxes below:

\_\_\_ I am employed by someone else (and/or another entity has rights to my Submissions), and per Section 3 above, my employer (and/or that other entity) agrees to be a party to this Agreement:

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Please attach additional signed copies of this signature page for each additional entity.*

\_\_\_ I am employed by someone else, and my employer, by signing below, waives any rights it may have to the Submissions I submit. If signed below, the defined term "You" does not include my employer.

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

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_ I am self-employed (i.e., I am not employed by anyone else) and have sole rights to my Submissions.

*Rev. Date: February 2012*