

## Contributor Agreement for the Dr. Memory Project

This Contributor Agreement (the "Agreement") effective as of \_\_\_\_\_, 20\_\_ 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  \_\_\_\_\_ corporation, with a place of business at \_\_\_\_\_.

This Agreement allows the Contributor to contribute to the VMware Dr. Memory (the "Project").

1. (a) A "Contributor" or "you"/"your" is any individual or any individual on behalf of a legal entity 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) You "Submit" a Contribution when you send any form of verbal, electronic, or written communication or documentation to the Project (including by posting to the VMware Dr. Memory Group or group list, or by email to [DrMemory@vmware.com](mailto:DrMemory@vmware.com)), and expressly indicate intent to make a Contribution.

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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) if you are an individual Contributor, all applicable third parties (including an employer, 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 [oss-queries@vmware.com](mailto:oss-queries@vmware.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: \_\_\_\_\_