

The xCAT Community Software Grant and Corporate Contributor License Agreement ("Agreement")

In order to clarify the intellectual property license granted with Contributions from any person or entity made for the benefit of the xCAT Community, a Contributor License Agreement (CLA) must be 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 xCAT Community and its 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 the xCAT Community, to authorize Contributions submitted by its designated employees to the xCAT Community, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign, then scan and email a PDF file of this Agreement to: xcat-legal@lists.sourceforge.net. Please read this document carefully before signing and keep a copy for your records.

Corporation name: _____

Address 1: _____

Address 2: _____

Point of Contact: _____

E-Mail: _____

Telephone: _____ Fax: _____

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the xCAT Community. Except for the license granted herein to the xCAT Community, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

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“xCAT Community” shall mean International Business Machines Corporation and other users of xCAT. Accepted Contributions will be made available to the xCAT Community at large through sourceforge.net or other open source community.

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3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to the xCAT Community a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made,

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4. You represent that You are legally entitled to grant the above license. You represent further that each employee of the Corporation designated on Schedule A below (or in a subsequent written modification to that Schedule) 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, NON-INFRINGEMENT, 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 the xCAT Community 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 the xCAT Community (xcat-legal@lists.sourceforge.net) 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 the xCAT Community.

9. You agree that your signature, as received by e-mail, will constitute an “original” signature of this Agreement.

Please sign: _____ Date: _____

Title: _____

Corporation: _____

Schedule A

[Initial list of designated employees. NB: authorization is not tied to particular Contributions.]

Schedule B

[Identification of optional concurrent software grant. Would be left blank or omitted if there is no concurrent software grant.]