DREMIO CONTRIBUTOR LICENSE AGREEMENT

(Connectors' Marketplace)

Entity Name:	
Entity Address:	
Point of Contact:	
Title:	
E-Mail:	
Initial list of designated employees/representatives authorized to make Contributions	[for each include full name, email address and GitHub username]
Note: authorization is not tied to particular Contributions	

Thank you for your interest in making a Contribution to Dremio's marketplace. In order to proceed with your submission of Contributions (as defined below) and to enable Dremio to distribute your Contributions, Dremio must have on file this Contributor License Agreement signed by you, indicating your agreement to the terms below.

This Dremio Contributor Licenses Agreement (this "**Agreement**") is made and entered into between you (both the individual submitting the Contributions and any legal entity on behalf of which such individual is acting) ("**you**") and Dremio Corporation, a Delaware corporation, with its principal place of business at 3970 Freedom Circle #110, Santa Clara, CA 95054 USA ("**Dremio**").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING OR CLICKING A BUTTON TO E-SIGN AND BEFORE SUBMITTING ANY CONTRIBUTIONS. By electronically signing or accepting this agreement, you (either an individual or an entity, as applicable) are consenting to transact electronically and are entering into a binding contract with Dremio, and you accept and agree to the following terms and conditions with respect to your present and future Contributions submitted to Dremio.

If the copyright owner or the person authorized by the copyright owner to enter into this Agreement is an entity (corporation, partnership or otherwise), the individual entering into this agreement must be authorized to sign for and bind such entity. If you are not authorized as set forth above, do not complete the electronic signing process or contribute your Contributions and instead have a person authorized to sign for and bind the copyright owner of the Contributions complete the acceptance process.

1. **Definitions**. "**Contribution**" means the code, documentation or other original works of authorship, including any modifications or additions to an existing work, that is submitted by you to Dremio for inclusion in, or documentation of, any of the products managed or maintained by Dremio or otherwise for distribution on Dremio's marketplace. As used in this definition, "**submitted**" means any form of electronic, verbal, or written communication sent to Dremio or its representatives, including, without limitation, communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by or on behalf of Dremio, but excluding communication that is conspicuously marked or designated in writing by you as "Not a Contribution."

2. Grant of Copyright License. You hereby grant to Dremio and to recipients of software distributed by Dremio a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense and distribute your Contributions and such derivative works in source code, object code or any other form and on any media.

3. Grant of Patent License. You hereby grant to Dremio and to recipients of software distributed by Dremio a

perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import and otherwise transfer the Contributions, where such license applies only to those patent claims licensable by you that are necessarily infringed by your Contributions alone or by combination of your Contribution(s) with Dremio's products. If any entity institutes patent litigation against you or any other party (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution(s) constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for such Contribution(s) will terminate as of the date such litigation is initiated.

4. No Obligation to Distribute. You acknowledge and agree that Dremio may, for any reason, choose not to use or distribute any of the Contributions submitted to Dremio by you, or at any time to remove from its marketplace any such Contributions, at its sole and absolute discretion.

5. **Representations.** You represent, warrant and covenant that: (i) you are legally entitled to grant the above licenses; (ii) each of your Contributions is your original creation, or if the Contribution is, in whole or in part, not your original creation, you were granted all necessary rights and authority to submit scuh Contributions to Dremio; (iii) your Contributions do not infringe any intellectual property rights of third parties; and (vi) your Contribution submissions include complete details of any third-party license or other restriction (including, without limitation, related patents and trademarks) of which you are aware and which are associated with any part of your Contributions. You agree to notify Dremio of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

6. Support and Warranties. You are not expected to provide support for Your Contributions, except to the extent you desire to provide such support. You may provide support for free, for a fee, or not at all. You acknowledge and agree that Dremio is under no obligation whatsoever to provide any support for your Contributions. UNLESS REQUIRED BY APPLICABLE LAW AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT OR OTHERWISE AGREED TO BY YOU 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnification. You agree to defend and indemnify and hold Dremio harmless from and against any third party claims of infringement or misappropriation of any intellectual property or proprietary right related to your Contributions or their distribution or use by Dremio or its recipients.

8. Limitation of Liability. DREMIO WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOST DATA, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), ARISING IN CONNECTION WITH YOUR CONTRIBUTIONS OR OTHERWISE THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF DREMIO WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. DREMIO'S ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED US\$100. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. Authorized Representatives. You represent that each of your employees or representatives, if any, designated above (or in a subsequent written modification to that Schedule or other written designation provided by you to Dremio) is authorized to submit Contributions on your behalf. It is your responsibility to notify Dremio of any change to the list of designated employees or representatives authorized to submit Contributions on your pehalf. It is your responsibility to notify Dremio of any change to the list of designated employees or representatives authorized to submit Contributions on your pehalf, or to your point of contact identified above.

10. General. The rights granted by you to Dremio under this Agreement are effective on the date you first submitted a Contribution to us, even if your submission took place before the date you accepted the terms of this Agreement. The relationship of the parties under this Agreement is that of independent contractors, and neither party will have the right

to act as the agent of the other party. This Agreement will be governed by and construed in accordance with the laws of California without reference to conflicts of laws principles. Any term of this Agreement may be amended or waived only with the written consent of both parties. Any notice required or permitted to be given under this Agreement shall be delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested, to the address of the other party set forth above, or to such other address as a party may designate by written notice in accordance with this Section 10, (iii) by overnight courier, or (iv) by fax or e-mail with receipt confirmed. Notice so given shall be deemed effective when received, or if not received by reason of fault of addressee, when delivered. This Agreement may not be assigned by you without Dremio's consent. Any assignment made in contravention of the above will be void and of no effect. If any provision of this Agreement is found to be invalid or unenforceable, such provision will be severed from the Agreement and the remainder of this Agreement will be interpreted so as to best reflect the original intent of the parties. This Agreement constitutes the sole entire agreement between the parties pertaining to the subject matter hereof, and supersedes all oral negotiations and prior writings with respect to the subject matter within this Agreement.

Signature: _____ Date: _____

Schedule A

Initial list of designated employees/representatives

[for each employee include Full Name, Email Address, Country, and GitHub username]

Note: authorization is not tied to particular Contributions