



Anti-Malware Testing Standards Organization

## Contribution and License Agreement

*Last Updated: October 21, 2020*

This Contribution and License Agreement (this "Agreement") is entered into by and between the Anti-Malware Testing Standards Organization, Inc., a California nonprofit mutual benefit corporation ("AMTSO") and the other party which either executes the signature page to this Agreement or clicks through the "I accept" button online ("Adopter").

### Agreement

#### 1. Copyright License Terms

a. Requirements. All Members of AMTSO, including all Entity Members and all Individual Members, are required to enter into this Agreement, which contains the grant of a copyright license on the terms set forth below, prior to participation in an AMTSO Working Group or participation in the development or creation of Final Specifications; and no Member will be permitted to participate in an AMTSO Working Group or participate in the development or creation of Final Specifications until this Agreement has been executed by such Member.

b. Copyright License Grant by Members. Member hereby grants to AMTSO a worldwide, perpetual, no-charge, royalty-free, and fully paid-up, nonexclusive, irrevocable, sub-licensable copyright license to reproduce, prepare derivative works of, sublicense, distribute copies, and to display and perform the Contributions of the Members for the purpose of developing, publishing, and distributing the Final Specifications. Subject to the Member's copyright ownership in their Contributions, AMTSO will own all right, title, and interest in and to the compilation of Contributions forming the Final Specifications.

c. Copyright License Grant by AMTSO. Upon approval of a Final Specification by the AMTSO Board of Directors and prior to the publication of a Final Specification, the following will occur: (i) AMTSO's Board of Directors will designate a Final Specification as subject to one of the Creative Commons licenses (as listed at <https://creativecommons.org/licenses>), or (ii) in the event AMTSO's Board of Directors has not designated a Final Specification as subject to a Creative Commons license then AMTSO hereby grants to each Member a worldwide, non-exclusive, royalty-free copyright license to reproduce, distribute and display such Final Specification as reasonably necessary to implement a Final Specification or otherwise use a Final Specification in connection with applicable testing.

2. Definitions

a. “Affiliate(s)” means any entity that is directly or indirectly controlled by, under common control with or that controls the subject party. For purposes hereof, control means direct or indirect ownership of or the right to exercise (i) greater than fifty percent (50%) of the outstanding shares or securities entitled to vote for the election of directors or similar managing authority of the subject entity or (ii) greater than fifty percent (50%) of the ownership interest representing the right to make the decisions for the subject entity.

b. “Contribution” means a proposed addition to or modification of any Final Specification that Member submits to AMTSO in furtherance of the development of a Final Specification.

c. “Final Specification” means any (i) specifications or standards, (ii) best practices, educational or awareness documents or other materials, (iii) tools or other resources to aid standards-based testing methodologies or (iv) other related materials, each regarding anti-malware and related products, published by AMTSO and described as a Final Specification.

d. “Member” means any member of AMTSO together with its Affiliates.

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth below.

Entity (company or organization): \_\_\_\_\_

Name of Authorized Party: \_\_\_\_\_

Role of Authorized Party: \_\_\_\_\_

SIGNED: \_\_\_\_\_

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

Email Address, for Notice Purposes: \_\_\_\_\_

Mailing Address, for Notice Purposes:

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