

# Contributor License Agreement

The following is the Contributor License Agreement that is required for anyone interested in contributing source code to the VoltDB project.

## VoltDB CONTRIBUTOR LICENSE AGREEMENT

Thank you for your interest in participating as a contributor to the VoltDB development project (the "Project"). VoltDB, Inc. ("VoltDB") is developing a variety of novel database products, including but not limited to the VoltDB Server, VoltDB Clients, VoltDB Administrative Tools, and VoltDB Development Libraries, which may be made available by VoltDB under free and/or commercial licenses and subscriptions.

This Contributor License Agreement ("Agreement") is for your protection as a Contributor as well as the protection of VoltDB and its users and is intended to conclusively and clearly set out the responsibilities and obligations associated with Contributions (as defined below). VoltDB, as owner of the Project, has each Contributor enter into this Agreement and agree to the terms below. If you agree to be bound by these terms, fill in the information requested below and provide your signature. If you do not agree to be bound by these terms, do not post or submit your materials to the Project.

You and VoltDB hereby accept and agree to the following terms and conditions, effective as of the earlier of (a) the date this Agreement is last signed below and (b) the date of your first Contribution to the Project:

### 1. Contributors and Contributions.

1.1 Any individual or legal entity that voluntarily submits to the Project a Contribution is addressed herein as "Contributor" or "You". For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor.

1.2 A "Contribution" is any original work or any modification or addition to an existing work, including without limitation any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material, that has been submitted for inclusion in, or documentation of, any of the products owned or managed by the Project, where such work originates from that particular Contributor.

1.3 A Contribution is "submitted" when any form of electronic, verbal, or written communication or documentation is sent to the Project (including but not limited to communication via commits to the Project website source code repository, email to [contribute@Voltdb.org](mailto:contribute@Voltdb.org), email to individual developers @Voltdb.org, or other communication on electronic mailing lists, source code control systems, and issue tracking systems for the purpose of discussing or improving software or documentation of the Project that includes a reference of your intent to make a contribution to the Project. The Project is under no obligation to accept any Contribution or include any Contribution in any Project software or documentation.

### 2. Contributor Grants.

2.1 You hereby irrevocably assign, transfer, and convey to VoltDB all right, title and interest in and to the Contribution. Such assignment includes all copyrights, copyright applications, and copyright registrations, and all other intellectual property or proprietary rights other than patent rights relating to the Contribution, together with all causes of actions accrued in your favor for infringement thereof, recognized in any jurisdiction, whether or not perfected ("Proprietary Rights"). To the extent that under any applicable mandatory law, Proprietary Rights cannot be assigned, You irrevocably agree to grant, and You hereby grant, to VoltDB an exclusive, perpetual, irrevocable, unlimited, worldwide, fully

paid, and unconditional license to exercise all rights under such Proprietary Rights, including the right to use and commercialize the Contribution in any manner now known or in the future discovered and the right to sublicense such Proprietary Rights to third parties through multiple levels of sublicenses or other licensing arrangements. In case that under mandatory law You retain any moral rights or other inalienable rights to Contributions, You agree not to exercise such rights in your Contribution against VoltDB, its licensees, its transferees, its users or its customers.

2.2 You hereby grant to VoltDB and to any and all individuals and entities who obtain, access, use, or distribute any VoltDB product a perpetual, non-exclusive, worldwide, fully paid-up, royalty-free, irrevocable (except as set forth below with respect to litigation) license, with right to sublicense (through multiple levels of sublicensees or other licensing arrangements), to any patent rights to make, have made, use, offer to sell, sell, import, and otherwise exploit or transfer your Contribution, in whole or in part, or prepare derivative works thereof, where such license applies only to valid patent claims licensable by You that are necessarily infringed by your Contribution alone or by combination of your Contribution with other work of the Project. The patent license granted in this Section 2.2 shall immediately terminate with respect to any party that institutes patent litigation against You or VoltDB (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Project work to which You have contributed, constitutes direct or contributory patent infringement.

2.3 Upon making the assignment and grants set forth in Sections 2.1 and 2.2, You shall receive from VoltDB a non-exclusive, worldwide, fully paid-up, royalty-free, irrevocable license to make, have made, use, reproduce, distribute, sub-license, modify and prepare derivative works based on your Contribution.

2.4 In order to ensure that VoltDB will be able to acquire, perfect and use its Proprietary Rights under Section 2.1 and its patent license under Section 2.2, You will: (a) sign any documents to assist VoltDB in the documentation, perfection and enforcement of its rights, and (b) provide VoltDB with reasonable support and access to information for recording, perfecting, securing, defending, and enforcing its rights. You also irrevocably designate and appoint VoltDB as your agent and attorney-in-fact to act and sign on your behalf and take any necessary steps in order to perfect VoltDB's rights under this Agreement.

### **3. Contributor Representations.**

You represent and warrant that: (a) You are legally entitled to grant the above assignment and license; (b) if your employer(s) has rights to intellectual property that You create that includes your Contributions, You have received written permission to make Contributions on behalf of that employer in accordance with the terms of this Agreement, that your employer has waived such rights with respect to any party for your Contributions to the Project, or that your employer has executed a separate Contributor License Agreement with VoltDB; (c) each of your Contributions is your original creation; (d) to the best of your knowledge, your Contributions (including any use or operation thereof) do not violate any third party's copyrights, trademarks, patents or other intellectual property rights; (e) to the best of your knowledge, no government license or permission is required for the export, import, transfer or use of your Contributions; and (f) entering into this Agreement and submitting any Contribution does not violate, breach or constitute a default under any other agreement to which You or your employer is a party, does not require any consent, approval or waiver from or notice to any third party, and does not violate any law or regulation.

### **4. Contributor's Ongoing Obligations.**

You agree to notify the Project promptly of any facts or circumstances of which You become aware that would make the representations and warranties in Section 3 inaccurate or untrue in any respect. You agree to provide full disclosure and complete details of any third-party license or other restriction (including, but not limited to, related copyright, patents and trademarks) which are associated with any part of your Contribution.

### **5. Disclaimer of Warranties.**

You are not expected to provide support for your Contribution, except to the extent You desire to provide support. You may offer support for free, for a fee, or not at all. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 3, NEITHER YOU NOR VOLTDDB MAKE ANY WARRANTIES OF ANY KIND TO THE OTHER PARTY, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF A CONTRIBUTION’S MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**6. Miscellaneous.**

This Agreement contains the entire agreement between the parties, and supersedes all prior or contemporaneous agreements or understanding, whether written or oral, relating to its subject matter. This Agreement may be amended or modified only in a writing executed by both parties. If any provision of this Agreement shall be deemed invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected and such provision shall be deemed modified only to the extent necessary to make such provision consistent with applicable law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the principles of conflict of laws. This Agreement inures to the benefit of, and shall be binding on, each party and their respective heirs, successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereby execute this VoltDB Contributor License Agreement as of the dates set forth below.

VoltDB, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CONTRIBUTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Please complete the form and send it to [support@voltdb.com](mailto:support@voltdb.com) to get started.