

CONTRIBUTOR AGREEMENT

Preamble

RabbitMQ provides robust messaging for applications. It is easy to use and is supported on numerous platforms. RabbitMQ is open sourced under the Mozilla Public License 1.1.

We welcome software contributions to RabbitMQ. However, we ask that you execute a contributor agreement with us to maintain the integrity of the code base and allow us to act as stewards of the code in case of any legal challenge.

This preamble does not form part of the Agreement.

Agreement

These terms apply to your Contributions (as defined below) to the RabbitMQ project (the "Project"), and set out the intellectual property rights you grant to GoPivotal, Inc.

If you have not already done so, please complete, sign, scan and submit a PDF copy of the signed Agreement to contribute@rabbitmq.com. The original signed Agreement should also be sent to:

GoPivotal, Inc.
1900 S. Norfolk Street #125
San Mateo, CA 94403
Attention: General Counsel

Please read this document carefully before signing and keep a copy for your records.

Name: _____
Mailing Address: _____ Telephone: _____
Country: _____ Facsimile: _____
E-Mail: _____

This Contributor Agreement (the "Agreement") effective as of the last signature below by and between GoPivotal, Inc. ("Pivotal" or "we"/"us"/"our"), a Delaware corporation, at 1900 S. Norfolk St #125 San Mateo, California 94403 and _____ ("Contributor"), an: individual with an address at _____ or _____ corporation, with a place of business at _____.

1. (a) A "Contributor" or "you"/"your" is the individual or any individual on behalf of the legal entity as specified above 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) "Submit" or "Submitted" means any form of electronic, verbal, or written communication sent to Pivotal or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Pivotal for the purpose of discussing and improving the Project, excluding any submissions that are conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

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You agree that: (a) each party can do all things in relation to your Contribution as if each were the sole owner of it. If either party makes a derivative work (or has it made) based on the Contribution, the party that makes the derivative work will be the sole owner of that derivative work; (b) you will not assert any moral rights you may have in the Contribution against Pivotal, its licensees or transferees; (c) we may register a copyright in the Contribution and exercise all ownership rights associated with it; and, (d) neither party has a duty to consult with, obtain consent of, or pay or render accounting to the other for any use or distribution of the Contribution.

You grant us an irrevocable, perpetual, non-exclusive, royalty-free, unlimited, worldwide, and unconditional patent license to any rights required to make, have made, use, offer to sell, sell, import, prepare derivative works, and otherwise exploit, including the ability to license and sublicense through multiple levels of sublicensees, commercialize or transfer interest in the Contribution. Such patent license applies only to those patent claims that are necessarily infringed by the Contribution or by the combination of the Contribution with a Pivotal product.

Except as provided above, you keep all right, title and interest in your Contribution. The rights you grant to us are effective on the date you first Submitted a Contribution, even if the submission took place before the date you sign this Agreement.

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) all applicable third parties (including, but not limited to an employer, employee, 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 contribute@rabbitmq.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.

GOPIVOTAL, INC.

CONTRIBUTOR

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____