

ArangoDB GmbH

Corporate Contributor License Agreement ("Agreement")

<http://www.arangodb.com>

Thank you for your interest in ArangoDB GmbH ("ArangoDB"). In order to clarify the intellectual property license granted with Contributions from any person or entity, ArangoDB must have a Contributor License Agreement ("CLA") 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 ArangoDB 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 ArangoDB, to authorize Contributions submitted by its designated employees to ArangoDB, and to grant copyright and patent licenses thereto.

Note: You should only complete this form if you have the legal authority to do so for your organization.

If you have not already done so, please complete and sign, then scan and email a pdf file of this Agreement to cla@arangodb.com. Alternatively, you may send it by facsimile to ArangoDB at +49-221- 2722999-88. If necessary, send an original signed Agreement to

ArangoDB GmbH, Hohenstaufenring 43-45, 50674 Cologne, Germany

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

Company Information

Company Name: _____

Mailing Address: _____

Country: _____

Telephone: _____

E-Mail: _____

SCHEDULE A

Initial list of designated employees. All fields are required for each employee.

GITHUB username: _____

Name: _____

Email: _____

GITHUB username: _____

Name: _____

Email: _____

GITHUB username: _____

Name: _____

Email: _____

GITHUB username: _____

Name: _____

Email: _____

You accept and agree to the following terms and conditions for Your past, present and future Contributions submitted to ArangoDB.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with ArangoDB. 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. For the purposes of this definition, "control" means

- (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or
- (ii) ownership of fifty percent (50%) or more of the outstanding shares, or
- (iii) beneficial ownership of such entity.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to ArangoDB for inclusion in, or documentation of, any of the products owned or managed by ArangoDB (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written

communication sent to ArangoDB 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, ArangoDB for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to ArangoDB and to recipients of software distributed by ArangoDB 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.

3. Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to ArangoDB and to recipients of software distributed by ArangoDB 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 Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

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 above (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). You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.

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 ArangoDB 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. Governing Law/Jurisdiction/Attorneys' Fees. This Agreement shall be construed and controlled by the laws of the Germany, and the parties consent to exclusive jurisdiction and venue of Cologne (Germany).

9. If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

10. You agree to notify ArangoDB of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

Please sign: _____ **Date:** _____