

Contributor Agreement

This ScyllaDB Contributor Agreement (“Contributor Agreement”) applies to any contribution that you make to any product, software or project managed or made by us (the “Project”), and sets out the intellectual property rights you grant us in the contributed materials. The term “us” shall mean ScyllaDB Ltd. and its affiliates. The term “you” shall mean the person or entity contributing to a Project. If you don’t agree to be bound by these terms, you are not allowed to make any contribution to a Project under this Contributor Agreement. These terms and conditions constitute a binding legal agreement.

1. The term ‘contribution’ or ‘contributed materials’ means any code, source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you regarding a project.
2. With respect to any worldwide copyrights, or copyright applications and registrations, in your contribution:
 - you hereby grant to us a perpetual, irrevocable, exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements;
 - you agree that you will not assert any moral rights in your contribution against us, our Projects, licensees or transferees; and
 - you agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your contribution.
3. With respect to any patents you own in your contribution, or that you can license without payment to any third party, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:
 - make, have made, use, sell, offer to sell, import, and otherwise transfer your contribution in whole or in part, alone or in combination with or included in any product, work or materials arising out of the project to which your contribution was submitted, and
 - at our option, to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements.
4. Except as set out above, you keep all right, title, and interest in your contribution. The rights that you grant to us under this Contributor Agreement are effective on the date you first submitted a contribution to us, even if your submission took place before the date you sign these Contributor Agreement.

5. You covenant, represent, warrant and agree that:

- each contribution that you submit is and shall be an original work of authorship and you can legally grant the rights set out in this Contributor Agreement;
- to the best of your knowledge, each contribution will not violate any third party's copyrights, trademarks, patents, or other intellectual property rights;
- if you are signing on behalf of yourself, you covenant, represent and warrant that you are signing on behalf of yourself as an individual and no other person or entity, including your employer, has or will have rights with respect your contributions; and
- if you are signing on behalf of an employer or a legal entity, you covenant, represent and warrant that you have the actual authority to contractually bind such employer or a legal entity.

You agree to notify us immediately when you become aware of any circumstance which would make any of the foregoing representations inaccurate in any respect. ScyllaDB may publicly disclose your participation in a Project, including the fact that you have signed this Contributor Agreement.

This Contributor Agreement shall be governed by the laws of the State of Israel, without reference to its principles of conflict of laws to the extent they would require the application of the law of another jurisdiction. The parties each consent to the exclusive jurisdiction of the courts located in Tel-Aviv, Jaffa, and waive any objection to venue in such courts.

Please fill in the following details:

Name: _____

Company's Name (if applicable): _____

Title or Role (if applicable): _____

Mailing Address: _____

Telephone: _____

Email: _____

GitHub Handle: _____

Signature: _____

Date: _____



ScyllaDB Contributor Agreement – version 1.0. Send completed contributor agreements to cla@scylladb.com.

Sending this completed Contributor Agreement is not a condition to the effectiveness or the binding effect of this Contributor Agreement.