



MONGODB CONTRIBUTOR AGREEMENT

This Contributor Agreement ("Agreement") is entered into between MongoDB, Inc. (formerly 10gen, Inc.), a Delaware corporation having its principal place of business at 229 W. 43rd Street, New York, NY 10036 ("Company") and you and/or your organization ("you").

These terms apply to your contribution of materials to a product or project (collectively the "Project") owned or managed by Company and set out the intellectual property rights you grant to Company in the contributed materials.

You hereby agree to the following:

1. The term "contribution" means without limitation any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material posted or submitted by you to a Project.
2. With respect to any copyrights in your contribution: (i) you hereby assign to us joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, you hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at our option, the right to sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements; (ii) you agree that each of us can do all things in relation to your contribution as if each of us were the sole owners, and if one of us makes a derivative work of your contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work; (iii) you agree that you will not assert any moral rights in your contribution against us, our licensees or transferees; (iv) you agree that Company may register a copyright in your contribution and exercise all ownership rights associated with it; and (v) 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, 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: (i) 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 (ii) 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 these terms are effective on the date you first submitted a contribution to us, even if your submission took place before the date you sign these terms. Any contribution we make available under any license will also be made available under the same license which the underlying work was provided to you.
5. You represent and warrant that: (i) the contributions are an original work and that you can legally grant the rights set out in these terms; (ii) the contributions and Company's or its affiliates' exercise of any license rights granted hereunder, does not and will not, infringe the rights of any third party; (iii) you are not aware of any pending or threatened claims, suits, actions, or charges pertaining to the contributions, including without limitation any claims or allegations that any or all of the contributions infringes, violates, or misappropriate the intellectual property rights of any third party (you further agree that you will notify Company immediately if you become aware of any such actual or potential claims, suits, actions, allegations or charges); and (iv) you are authorized to sign this Agreement on behalf of your company (if identified below).



6. The Agreement will be governed by and construed under the laws of the State of New York, without giving effect to conflict of law provisions or to constructive presumptions favoring either party. The parties consent to venue and the exclusive jurisdiction of the State and federal courts located in New York, New York.

7. If any provision or part of a provision in this Agreement is held to be illegal, invalid, or unenforceable by a court or other decision making authority of competent jurisdiction, then the remainder of the provision will be enforced so as to effect the intention of the parties, and the validity and enforceability of all other provisions in this Agreement will not be affected or impaired.

8. The parties acknowledge and agree that they are dealing with each other as independent contractors. Neither the Agreement, nor any terms and conditions contained in the Agreement may be construed as creating or constituting an employee-employer relationship, a partnership, a joint venture, a franchise, or an agency between you and Company.

9. Waiver of any one default will not waive subsequent defaults of the same or different kind, and no failure or delay of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights.

10. This Agreement, including all documents incorporated herein by reference, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous discussions, negotiations, understandings and agreements, written and oral, regarding such subject matter.

Agreed and Accepted:

Maurizio Turatti
Maurizio Turatti (Dec 1, 2014)

Signature: _____

Print Name: Maurizio Turatti

Company (or "Self" if signing on behalf of yourself): SoftInstigate Srl

Github Username: mkjsix

Email: maurizio@softinstigate.com

Phone: +39 347 9647167

Country: ITALY

Date: Dec 1, 2014










MongoDB Contributor Agreement

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