

GoPivotal, Inc.
Corporate Contributor License Agreement

In order to clarify the intellectual property license granted with Contributions from any person or entity, GoPivotal, Inc.

("GoPivotal") must have a Contributor License Agreement ("CLA" or "Agreement") on file that has been signed by each Contributor (as defined below), indicating agreement to the license terms below. This license is for the protection of Contributors as well as the protection of GoPivotal and its users; it does not change the Contributor's rights to use its own Contributions for any other purpose. This version of the CLA allows an entity (the "Company") to submit Contributions to GoPivotal, to authorize Contributions submitted by its employees to GoPivotal, and to grant GoPivotal copyright and patent licenses to such Contributions. If Company has not already done so, please complete, sign, scan and submit a PDF copy of the signed Agreement to contributors@cloudfoundry.org. The original signed Agreement should 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 Company's records.

Company Name:

Company Mailing Address:

Country:

Contact Person:

Telephone:

Fax:

E-Mail:

In consideration of the opportunity to participate in the community of contributors to GoPivotal's Cloud Foundry project, Company accepts and agrees to the following terms and conditions for Company's present and future Contributions submitted to GoPivotal. Except for the license granted herein to GoPivotal and recipients of software distributed by GoPivotal, Company reserve all right, title, and interest in and to Company's Contributions.

- **Definitions.**

"Company" shall mean the legal entity that is making this Agreement with GoPivotal. 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 Company to GoPivotal for inclusion in, or documentation of, any of the projects owned or managed by the GoPivotal (the "Project"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to GoPivotal 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, GoPivotal for the purpose of discussing and improving the Project, but excluding communication that is conspicuously marked or otherwise designated in writing by Company as "Not a Contribution."

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- Company represents that Company is legally entitled to grant the above license. If Company's employees have rights to intellectual property that are included in Company's Contributions, Company represents that it has received permission to make Contributions on behalf of such employees, that such employees have waived such rights with respect to such Contributions to GoPivotal, or that such employees have executed a separate CLA with GoPivotal.
- Company represents that each of Company's Contributions is Company's or its employees' original creation (see section 7 for submissions on behalf of others). Company represents that Company's Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which Company is aware and which is associated with any part of Company's Contributions.
- Company is not expected to provide support for Company's Contributions, except to the extent Company desires to provide support. Company may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, Company provides Company's 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.
- Should Company wish to submit work that is not Company's original creation, Company may submit it to GoPivotal 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 Company is aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".
- Company agrees to notify GoPivotal of any facts or circumstances of which Company becomes aware that would make these representations inaccurate in any respect.
- This Agreement is governed by the laws of the State of California, without regard to its choice of law provisions, and by the laws of the United States. This Agreement sets forth the entire understanding and agreement between the parties, and supersedes any previous communications, representations or agreements, whether oral or written, regarding the subject matter herein.
- The person executing this Agreement below on behalf of Company represents that she/he

has the authority to sign on behalf of, and bind Company to the terms and conditions of, this Agreement.

By: Name: Title: Date:		
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