VOLUNTEER OPERATOR AGREEMENT

Thank you for volunteering with Ruby Central! We're grateful that you will be contributing your expertise, knowledge, and skills to the operation of RubyGems.org. This document and any exhibits or other attachments form an agreement (the "**Agreement**") between you and Ruby Central and describe the terms and conditions that will govern your engagement, including for example:

- Description of the agreed upon services that you will provide;

- Ownership of deliverables;

- Confidentiality obligations;

- Responsibilities of each party; and

- Termination rights.

We've tried to make this agreement as fair and understandable as possible, however, there is some "legalese" so please bear with us. We encourage you to review the agreement with your own independent legal counsel. If you or your counsel have any questions, please do not hesitate to ask your Ruby Central contact for clarifications.

In consideration of the opportunity to contribute volunteer services to Ruby Central and the mutual promises set forth herein, the parties agree as follows:

	"You"	"Ruby Central"
Name:		Ruby Central, Inc.
Entity Type:	Individual	Nonprofit Corporation
Address:		██████████████
Telephone number:		██████████████
Email address:		██████████████
Effective Date:		
Attachments	Data Processing Addendum Exhibit A-1 – Statement of Work #1	

TERMS

1.   Services. You have agreed to provide to Ruby Central certain services (the "**Services**"), which will be described in mutually executed Statements of Work ("**SOWs**"). The first SOW is attached to this Agreement as Exhibit A-1. Additional SOWs will be consecutively numbered A-2, A-3, etc., and are incorporated into this Agreement by reference. You agree to perform the Services Yourself and not delegate any of the work to anyone else without prior written authorization from Ruby Central. If any of the terms of the SOW directly conflict with the terms of this Agreement, the terms of the SOW will prevail.

2.   Consideration and Expenses.

   2.1   Donation of Services. You agree to donate your services to Ruby Central in consideration for the valuable experience of operating the RubyGems service and contributing to the wellbeing of the broader Ruby community. It is mutually and expressly understood that your services shall be donated, and that you are not entitled to any present or future salary, wages, or other benefits for these voluntary services.

   2.2   Expenses. Ruby Central will reimburse You for reasonable and necessary expenses incurred in the performance of the Services, if applicable as set forth in each SOW, as long as Your Ruby Central Contact (see SOW) has provided prior written approval (email will suffice) and You submit receipts or other documentation of the expenses. All expense reimbursements paid and payable to You hereunder shall be paid either via electronic funds transfer (excluding peer-to-peer payment methodologies) or check, unless otherwise agreed. You agree that certain restrictions and/or banking charges regarding payments may affect Your payment based on your location or preferred method of payment.

   2.3   Invoices. Unless specified otherwise in the SOW, invoices for reimbursable expenses may be submitted monthly or in accordance with the payment schedule in the SOW, if any. In order to receive payment, please submit Your invoices to the Ruby Central Contact identified on the first page of this Agreement. Invoices should include (i) a reference to the applicable SOW by number; (ii) current and cumulative (billed to date) approved reimbursable expenses incurred in performance of services. Ruby Central will reimburse you for duly approved expenses You within thirty (30) days following receipt of Your invoice.

3.   Term and Termination.

   3.1   Term. This Agreement will commence on the Effective Date and will continue until the earlier of: (i) the End Date in the currently applicable SOW or (ii) termination as provided below. Should the parties agree to enter into another SOW, this Agreement will be considered to be in effect for the duration of that SOW. If You accept an offer of employment from Ruby Central, this Agreement will automatically terminate the day before Your employment commences if it hasn't terminated already.

   3.2   Termination. Either party may terminate this Agreement or any SOW for any reason upon giving written notice to the other party. Ruby Central may terminate this Agreement immediately upon notice to You if You are in breach of any material provision of this Agreement and such breach remains uncured for thirty (30) days following notice from Ruby Central. For the purposes of this Section, material breach of this Agreement includes, but is not limited to, failure to complete the Services in a timely or professional fashion, unsatisfactory performance, habitual neglect, negligence, or willful wrongdoing in the performance of Your duties. Upon termination of this Agreement for any reason, Ruby Central will remain liable to you for reimbursement of any pre-approved expenses incurred by you prior to the date of termination.

   3.3   Survival.   Sections 3.3 ("Survival"), 4 ("Status as Contractor"), 5 ("Ownership"), 6 ("Representations and Warranties"), 7 ("Limitation of Liability"), 9 ("Confidential Information"), 11 ("Disputes"), 12 ("Notices"), 13 ("Miscellaneous"), and the Data Processing Addendum will survive the termination of this Agreement.

4.   Status as Volunteer Operator. You may not represent yourself as an agent of Ruby Central for any purpose, and You have no authority to bind Ruby Central in any manner whatsoever. Your status is that of a volunteer and not an employee or agent entitled to compensation or benefits. Nothing in this Agreement creates a partnership, agency, joint venture, employment or any other type of relationship. You are not entitled to any rights or benefits (such as retirement, group health, etc.) provided to Ruby Central employees, and You promise never to claim them. If you reside outside of the United States and plan to perform Services physically within the

United States, you agree to notify Ruby Central in advance so that Ruby Central can ensure compliance with applicable laws or organizational policies.

5.   Ownership.

5.1   Ownership of Work Product. You retain ownership of all work product You create in the course of performing the Services, including all Deliverables (as defined in SOWs), and including all Intellectual Property rights therein (collectively, "**Work Product**"). As used herein, "**Intellectual Property**" means patents, patent rights, copyrights, works of authorship, moral rights, trademarks, service marks, goodwill associated with trademarks and service marks, trade secrets, mask work rights, rights of publicity and privacy, and all registrations, applications, renewals, extensions and restorations of all of the foregoing.

5.2   License to Ruby Central. You grant to Ruby Central a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license in the Work Product to reproduce, prepare derivative works of, publicly display, publicly perform, and distribute the Work Product and such derivative works, and to sublicense any or all of the foregoing rights to third parties. You grant to Ruby Central a perpetual, worldwide, non-exclusive, royalty-free, irrevocable license under Your patent claims that are necessarily infringed by the Work Product, or the combination of the Work Product with the project for which they are produced, to make, have made, use, offer to sell, sell and import or otherwise dispose of the Work Product alone or with the project.

5.3   Third Party Materials. Before incorporating into any Work Product any proprietary information, materials owned by any third party, or public domain materials (collectively, "**Third Party Materials**"), You must obtain Ruby Central's prior written consent. For clarification, Third Party Materials include any software or source code licensed under an open source license or any other content licensed under an open license. You represent that You will not incorporate Third Party Materials into any Work Product unless You have all rights necessary to do so in accordance with the uses contemplated under this Agreement.

5.4   Ruby Central Materials. You agree that all Ruby Central Confidential Information (defined below) and any Intellectual Property related thereto as well as all Intellectual Property rights in materials supplied to You by Ruby Central to perform the Services (collectively, "**Ruby Central Materials**") shall be the sole property of Ruby Central or its licensors, and You obtain no rights to such Ruby Central Materials.

5.5   Open Source. Ruby Central is committed to being open and transparent, and frequently runs various open-source projects. If the Work Product includes the development of source code or other materials that Ruby Central publishes under an open license, such code or materials may, without affecting the ownership rights between the parties, contain a notice attributing authorship to You. You hereby agree to comply with Ruby Central's practices regarding the use and distribution of code or other materials under an open or open source license.

6.   Representations and Warranties. You represent and warrant that:

6.1   in performing the Services, You will comply with all applicable laws and regulations, and governmental orders, now or hereafter in effect, including but not limited to the United States Foreign Corrupt Practices Act (FCPA) or any other applicable anti-bribery or anti-corruption laws, and any applicable anti-lobbying laws;

6.2   You have not, and shall not at any time during the Term, pay, give, or offer or promise to pay or give, any money or any other thing of value, directly or indirectly, to, or for the benefit of: (a) any government official, political party or candidate for political office, or public international organization; or (b) any other person, firm, corporation or other entity, with knowledge that some or all of that money or other thing of value will be paid, given, offered or promised to a government official, political party or candidate for political office, or public international organization, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Services;

6.3   You have not and shall not at any time during Term, pay, give, offer or promise to pay or give, accept, or promise to accept any money or any other thing of value, directly or indirectly, to or from any person or entity, public or private, located anywhere in the world, for the purpose of obtaining or retaining any business, or to obtain any other unfair advantage, in connection with the Services;

6.4   You have the necessary rights, either because you are the owner or a licensee, to grant to Ruby Central the rights in the Work Product You are granting under this Agreement;

6.5   the Work Product and its use will not infringe the copyright, trade secret, or any other Intellectual Property (excluding patent) rights of any third party; nor, to Your knowledge, infringe any patent right of any third party;

6.6   the Work Product will not: (i) be obscene, libelous, or violate the right of privacy or publicity of any third party; (ii) contain any virus, trap door, worm, malware, spyware, or any other device that is injurious or damaging to software or hardware used in conjunction with the Work Product;

6.7   You will comply with Ruby Central's privacy policies and any other Ruby Central policies communicated to You in writing, and will not cause Ruby Central to violate any such policy;

6.8   You will at all times perform in a professional and workmanlike manner;

6.9   You have no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude You from complying with this Agreement, and You will not enter into any such conflicting agreement during the term of this Agreement;

6.10   You will not directly or indirectly disclose in any manner to Ruby Central any information or material that is confidential to, or a trade secret of, any third party; and

6.11   You will comply with the Data Processing Addendum.

For purposes of clarification, the warranties under this Section do not include any third-party open source code that is incorporated into the Work Product with Ruby Central's written consent.

7.   Limitation of Liability. Neither party shall be liable to the other for any lost profits or for any special, incidental, indirect, exemplary, punitive, or consequential damages arising out of or in connection with this Agreement (whether from breach of contract, negligence, strict liability or other cause of action), even if such party has been advised of the possibility of such damages. Neither party's liability arising out of this Agreement will exceed amounts, if any, paid to you by Ruby Central for reimbursement for pre-approved expenses. The parties waive any right to receive any compensation or reparations upon expiration or earlier termination of this Agreement under the law of any country or otherwise, other than as expressly provided in this Agreement. The parties acknowledge that this section has been included as a material inducement for the parties to enter into this Agreement and that each party would not have entered into this Agreement but for the limitations of liability as set forth herein.

8.   Insurance. Ruby Central will maintain insurance that provides coverage to volunteers acting within the scope of their duties, and you will be included within such coverage to the extent provided under the policy.

9.   Confidential Information. While Ruby Central and its affiliates run various open source projects and are committed to being open and transparent, it is a fact of doing business that from time to time there is certain information that they are not able to make public. As a contractor of Ruby Central, You may come into contact with such Confidential Information. For example, You may see or hear Confidential Information when attending meetings, when having discussions with Ruby Central employees, through the access You are provided to tools and websites, or simply by being on site and overhearing conversations. The types of information You may be exposed to (orally, in writing, or otherwise) that may be considered confidential because Ruby Central, Ruby Central's users, and/or Ruby Central's contributors have not disclosed it to the general public include, but are not limited to: (i) matters of a technical nature; (ii) matters of a business nature such as costs, profits, policies, users, and strategies; (iii) personal and potentially personal information of the users of the Ruby Central websites and products; and (iv) personnel information (all such information in any form collectively, "**Confidential Information**").

You agree not to use or disclose Confidential Information for any purpose except in the course of, and for the purposes of performing, the Services on behalf of Ruby Central. You obtain no right, title or interest in the Confidential Information. You agree to return or destroy, at Ruby Central's request, all tangible Confidential Information. Your obligations under this Section will survive termination of this Agreement until all Confidential Information is no longer subject to protection under the terms of this Section.

For purposes of clarification, Confidential Information does not include information that You can document: (a) has legally and properly become publicly available through no fault of Yours from a source other than You (*e.g.*, code in Ruby Central public repositories, non-confidential bugs in the Ruby Central bug tracking system, discussions in public discussions groups); or (b) was rightfully known to You or was rightfully in Your possession, without an obligation to keep it confidential, prior to the commencement of the consulting relationship with Ruby Central.

Ruby Central may, at its option, provide You with access to its private computer networks ("Remote Access") for the purpose of providing the Services. You are responsible for the security of the account and/or credentials you use to gain Remote Access and for the activity that happens through Your Remote Access account, and You agree to notify Ruby Central immediately of any unauthorized use of the account. In connection with Remote Access, You may have access to areas of Ruby Central's internal systems that are not needed to provide the Services. You acknowledge and agree that You will only access areas of Ruby Central's internal systems that Ruby Central indicates are necessary for providing the Services.

10.   Work Performed on Ruby Central's Premises. To the extent You perform any work under an SOW on Ruby Central's premises, You will observe and follow Ruby Central's rules and policies relating to security of, access to and use of such premises, and relating to the safety and health of Ruby Central's personnel, and except as otherwise authorized by Ruby Central, will work only during Ruby Central's normal working hours.

11.   Disputes. In the event of a dispute between You and Ruby Central related to this Agreement, You agree that the dispute will be resolved through arbitration in Sacramento, California, in accordance with the rules of the American Arbitration Association ("**AAA**"), and the laws of California shall be applied. The award rendered by the arbitrator shall be final and binding on the parties, and judgment may be entered in any court of competent jurisdiction. You and Ruby Central will each pay half of the costs and expenses of the arbitration, and will each separately pay your own attorney fees and expenses unless otherwise required by law. Nothing in this Section will prevent either party from applying to a court of competent jurisdiction for equitable or injunctive relief. In any court action at law or equity that is brought by one of the parties to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled.

12.   Notices. Any notice required or permitted by this Agreement or by law must be delivered in writing to the address and to the attention of the other party's contact identified on the cover page of this Agreement (which may be updated by following this notice procedure), and may be delivered by any of the following methods: (i) personal delivery, (ii) certified or registered postal mail, return receipt requested, (iii) express courier service, fully prepaid, or (iv) email. Notices to Ruby Central should be delivered via email to contact@rubycentral.org in addition to delivery by any other method. Notices will be deemed to have been delivered on the date of receipt.

13.   Miscellaneous. This Agreement, including any SOW(s), Exhibits and Attachments, contains the entire agreement, and supersedes any prior agreements, between the parties with respect to its subject matter. The Agreement will be interpreted and enforced in accordance with the laws of the State of California, without reference to conflict of law provisions, and the exclusive venue for any related dispute is Sacramento, California. You may not assign this Agreement to anyone else without Ruby Central's written consent. Further, You may not engage subcontractors in performance of the Services. The parties agree that any provision of this Agreement that is held invalid shall not affect other provisions of this Agreement and the rest of the Agreement shall remain in force. This Agreement, including any SOW(s), Exhibits and Attachments, cannot be modified except in writing and signed by both parties. The failure of Ruby Central to demand strict performance of any provision of this Agreement shall not constitute a waiver of any requirement or of the right to demand strict performance in the future. This Agreement may be executed in counterparts, and the parties may rely upon a signed copy of this Agreement transmitted via email or electronic document (e.g. pdf) as if it were an original signed copy. The Services provided herein are for the benefit of Ruby Central.

By signing below, You acknowledge that You have read, understand, and agree to the terms set forth in this Agreement, that you have had the opportunity to seek the advice of independent legal counsel, and that these terms and no others, unless expressly stated otherwise, shall govern Your provision of services to Ruby Central.

YOU   **Ruby Central, Inc.**

Signature: _____   Signature: _____

Print Name: _____   Print Name: _____

                                          Title: _____

EXHIBIT A-1

STATEMENT OF WORK #1

This Statement of Work ("SOW"), adopts and incorporates by reference the terms and conditions of the Volunteer Operator Agreement (the "Agreement"), entered into on [DATE], between Ruby Central, Inc. ("Ruby Central") and [VOLUNTEER] ("You").

Term	
Start Date:	
End Date:	
Ruby Central Contact	
Name:	
Email address:	

Description of the Services

Provide volunteer operations & on-call support services for RubyGems.org:

- Provide software development services for RubyGems, Bundler, and RubyGems.org.
- Monitor system health, performance metrics, and service availability across all infrastructure components to ensure optimal uptime and response times.
- Perform routine maintenance including system updates, security patches, and infrastructure optimization while coordinating maintenance windows to minimize service disruption.
- Participate in the on-call rotation that provides 24/7 incident response for critical outages, performance issues, and security incidents with defined escalation procedures.
- Diagnose and resolve production issues including application errors, database problems, and infrastructure failures while maintaining detailed incident documentation.
- Conduct post-incident analysis and implement preventive measures to improve system reliability and reduce future incident probability and impact.

Additional Terms

- This SOW is governed by and made a part of the Volunteer Operator Agreement.
- Any terms included in any document that is not a part of the Agreement are superseded by the terms of the Agreement and this SOW and are not binding.
- Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

YOU

By: _____

Print Name: _____

Ruby Central, Inc.

By: _____

Print Name: _____

Title: _____