



Thincast Entity Contributor License Agreement

Thank you for your interest in contributing to software projects managed by Thincast Technologies GmbH (*We or Us*).

This contributor agreement (*Agreement*) documents the rights granted by contributors to Us. To make this document effective, please sign it and send it to Us by email, following the instructions at <https://thincast.com/en/cla>.

This is a legally binding document, so please read it carefully before agreeing to it. The Agreement may cover more than one software project managed by Us.

1. Definitions

You means any Legal Entity on behalf of whom a Contribution has been received by Us.

Legal Entity means an entity which is not a natural person. *Affiliates* means other Legal Entities that control, are controlled by, or under common control with that Legal Entity. For the purposes of this definition, *control* means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

Contribution means any work of authorship that is Submitted by You to Us in which You own or assert ownership of the Copyright. If You do not own the Copyright in the entire work of authorship, please refrain from signing this agreement and contact us directly.

Copyright means all rights protecting works of authorship owned or controlled by You or Your Affiliates, including copyright, moral and neighboring rights, as appropriate, for the full term of their existence including any extensions by You.

Material means the work of authorship which is made available by Us to third parties. When this Agreement covers more than one software project, the Material means the work of authorship to which the Contribution was Submitted. After You Submit the Contribution, it may be included in the Material.

Submit means any form of electronic, verbal, or written communication sent to Us or our representatives, including but not limited to electronic mailing lists, source code control systems, and issue tracking systems that are managed by, or on behalf of, Us for the purpose of discussing and improving the Material, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

Submission Date means the date on which You Submit a Contribution to Us.

Effective Date means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

Media means any portion of a Contribution which is not software.

2. Grant of Rights

2.1 Copyright License

(a) You retain ownership of the Copyright in Your Contribution and have the same rights to use or license the Contribution which You would have had without entering into the Agreement.

(b) To the maximum extent permitted by the relevant law, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable license under the Copyright covering the Contribution, with the right to sublicense such rights through multiple tiers of sublicensees, to reproduce, modify, display, perform and distribute the Contribution as part of the Material; provided that this license is conditioned upon compliance with Section 2.3.

2.2 Patent License

For patent claims including, without limitation, method, process, and apparatus claims which You or Your Affiliates own, control or have the right to grant, now or in the future, You grant to Us a perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable patent license, with the right to sublicense these rights to multiple tiers of sublicensees, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution and the Contribution in combination with the Material (and portions of such combination). This license is granted only to the extent that the exercise of the licensed rights infringes such patent claims; and provided that this license is conditioned upon compliance with Section 2.3.

2.3 Outbound License

Based on the grant of rights in Sections 2.1 and 2.2, if We include Your Contribution in a Material, We may license the Contribution under any license, including copyleft, permissive, commercial, or proprietary licenses. As a condition on the exercise of this right, We agree to also license the Contribution under the terms of the license or licenses which We are using for the Material on the Submission Date. In addition, We may use the following licenses for Media in the Contribution: (including any right to adopt any future version of a license if permitted).

2.4 Moral Rights

If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against Us or our successors in interest, or any of our licensees, either direct or indirect.

2.5 Our Rights

You acknowledge that We are not obligated to use Your Contribution as part of the Material and may decide to include any Contribution We consider appropriate.

2.6 Reservation of Rights

Any rights not expressly assigned or licensed under this section are expressly reserved by You.

3. Agreement

You confirm that:

- (a) You have the legal authority to enter into this Agreement.
- (b) You or Your Affiliates own the Copyright and patent claims covering the Contribution which are required to grant the rights under Section 2.
- (c) The grant of rights under Section 2 does not violate any grant of rights which You or Your Affiliates have made to third parties.

4. Disclaimer

EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 3, THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE MINIMUM PERIOD PERMITTED BY LAW.

5. Consequential Damage Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

6. Miscellaneous

6.1 This Agreement will be governed by and construed in accordance with the laws of Austria excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods (“UN Convention”) and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

6.3 If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

6.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

6.5 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.

6.6 The courts of Vienna, Austria shall have jurisdiction over all disputes arising from this agreement.

To make this document effective, please sign it and send it to Us by email, fax or mail:

US:

Company: Thincast Technologies GmbH
Name: Norbert Federa (CTO)
Address: Bahnhofplatz 7/3, 2340 Mödling, Austria
Email: cla@thincast.com
Fax: +43 2236 328 311

YOU:

Company name:

Company address:

Contact name:

Contact email:

Entitled employees: (add a line with "name, email, GitHub username" for each entitled employee)

Date and Signature:

-End of document -

Date: November 26, 2020
Document based on Harmony (HA-CLA-E-ANY) Version 1.0