Ableton Contributor License Agreement Version 1

This Contributor License Agreement ("CLA") documents the rights granted by

Name:	
Address:	
E-Mail:	
Github name:	
Phone/Fax:	
	440
to	("Contributing Party"
Ableton AG	
Schönhauser Allee 6-7	
10119 Berlin	("Ableton"
upon Contributing Party's signature.	(Abielon

1. Subject matter of CLA

- 1.1 Subject matter of this CLA are any works of authorship, including but not limited to code, graphics, documentation, sound files and meta data, as well as modifications or additions to an existing work, that are submitted by the Contributing Party to Ableton ("Contribution") for inclusion in any of the products owned or managed by Ableton or its affiliates. "Submitted" means any form of electronic, verbal or written communication between the Contributing Party and Ableton 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 Ableton or its affiliates for the purpose of discussing and improving the products owned or managed by Ableton or its affiliates (e.g. Github), but excluding communication that is conspicuously marked or otherwise designated in writing by the Contributing Party as "Not a Contribution".
- 1.2 Works which are not the original creation of the Contributing Party or which have not been created by the Contributing Party alone ("Third-party Contribution") shall be submitted separately from other Contributions. Complete details of its source (including the full names of all existing joint authors) and of any license or other restriction (including, but not limited to, related patents, trademarks and license agreements) shall be identified by the Contributing Party. It shall be conspicuously marked as "Third-party Contribution". Third-party Contributions based on joint authorship shall only be submitted to Ableton in combination with original copies of this CLA signed by each individual joint author.

2. Confirmation of rights

2.1 The Contributing Party hereby confirms that

Ableton_CLA_v1.docx Page 1 of 3

- 2.1.1 all Contributions to Ableton have been developed, invented, designed or otherwise created by the Contributing Party alone and are therefore not the result of a cooperation with third parties,
- 2.1.2 the Contributing Party has legal authority to enter into this CLA (in case the Contributing Party is less than eighteen years old, Contributing Party's parents or guardian will sign the CLA),
- 2.1.3 the Contributing Party owns all copyrights, other intellectual property rights and patent rights in regard to the Contribution which are required to grant the rights described under section 3 to Ableton and its affiliates and that
- 2.1.4 the grant of rights under section 3 does not violate any rights granted to third parties, including Contributing Party's employer. In case the Contributing Party is an employee, the Contributing Party also confirms that its employer approved the grant of rights within this CLA.
- 2.2 The Contributing Party represents the accuracy of the confirmations according to section 2.1.
- 2.3 The Contributing Party shall notify Ableton of any facts or circumstances of which the Contributing Party becomes aware that would make its confirmations and representations inaccurate in any respect.

3. Grant of rights

- 3.1 The Contributing Party grants Ableton and its affiliates a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable and unrestricted license covering all copyrights and other intellectual property rights (e.g. trademarks, trade names, but with the exception of patents, see section 3.2) in regard to the Contribution. This license contains for instance the right to reproduce, modify, display, perform and distribute the Contribution including any modified versions thereof. Ableton will acknowledge all Contributing Parties in a Contributor's file of the respective open-source project the Contribution was made to. However, in case further moral rights apply to the Contribution, to the maximum extent permitted by law, the Contributing Party waives and agrees not to assert such moral rights against Ableton or Ableton's successors in interest, or any of Ableton's licensees, either direct or indirect.
- 3.2 Grant of Patent License. Subject to the terms and conditions of this Agreement, the Contributing Party hereby grants to Ableton and to recipients of software distributed by Ableton a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Contributions, where such license applies only to those patent claims licensable by the Contributing Party that are necessarily infringed by a Contribution(s) alone or by combination of the Contribution(s) with the work to which such Contribution(s) was submitted. For the avoidance of doubt, patent claims shall be considered licensable if the Contributing Party owns, controls or has the right to grant the respective rights described above.
- 3.3 All rights granted to Ableton by this CLA include the right to transfer these rights and to grant sublicenses through multiple tiers of sublicensees.
- 3.4 Based on the grant of rights in section 3, Ableton and its affiliates may choose freely to either license the Contribution (as well as any Ableton material containing the Contribution) at their discretion, including, but not limited to any open source or proprietary license. The Contributing Party acknowledges that Ableton and its affiliates are not obligated to use the Contribution as part of any Ableton material and may decide freely whether to include any Contribution.
- 3.5 The Contributing Party reserves all right, title, and interest in and to the Contribution, except for the rights granted to Ableton and the recipients of software distributed by Ableton in section 3.

Ableton_CLA_v1.docx Page 2 of 3

4. General

- 4.1 This CLA shall be governed by and construed in accordance with German law. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 shall be excluded.
- 4.2 The exclusive venue for any disputes from or in connection with this CLA shall be Berlin, Germany, to the extent that the Contributing Party is a merchant (*Kaufmann*) or legal person under public law. Ableton shall also be able to bring suit at the general venue of the Contributing Party.

4.3 Faxed or electronic signatures will b	pe as valid as originals.
(Place and date of signature)	(Signature of Contributing Party)

Ableton_CLA_v1.docx Page 3 of 3