

# BeamNGpy Entity Contributor License Agreement

Thank you for your interest in contributing to BeamNGpy ("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 electronic submission, following the instructions at <https://github.com/BeamNG/BeamNGpy>.

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

Subject to the terms and conditions of this Agreement, You hereby grant to Us and to recipients of software distributed by Us a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.

## 2.2 Patent License

Subject to the terms and conditions of this Agreement, You hereby grant to Us and to recipients of software distributed by Us a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license to make, have made, use, offer to sell, sell, import, and otherwise transfer the Work, where such license applies only to those patent claims licensable by You that are necessarily infringed by Your Contribution(s) alone or by combination of Your Contribution(s) with the Work to which such Contribution(s) was submitted. If any entity institutes patent litigation against You or any other entity (including a cross-claim or counterclaim in a lawsuit) alleging that your Contribution, or the Work to which you have contributed, constitutes direct or contributory patent infringement, then any patent licenses granted to that entity under this Agreement for that Contribution or Work shall terminate as of the date such litigation is filed.

## 2.3 Outbound License

As a condition on the grant of rights in Sections 2.1 and 2.2, We agree to license the Contribution only under the terms of the license or licenses which We are using on the Submission Date for the Work (including any rights to adopt any future version of a license if permitted). 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 Work 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.
- (d) You have followed the instructions in <https://github.com/BeamNG/BeamNGpy>, if You do not own the Copyright in the entire work of authorship Submitted.

## 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 Germany 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**

Should You wish to submit work that is not Your original creation, You may submit it to BeamNG GmbH 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 you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

## **6.7**

You agree to notify BeamNG GmbH of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.