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Cession of rights to Illarion e.V.

Hello

each of us who contributes something for Illarion is doing that - in particular because he receives no money for it - from conviction, fun, recognition, interest and a lot more. The already resulted whole work "Illarion" has become a rather complex thing with its server and client program, scripts, graphics, web pages etc. Because of the many partners, who contribute something to Illarion we have now a situation which makes it necessary to secure everything as much as possible juridically. Theoretically there would be the possibility that one single developer asserts the own rights of use and exploitation rights in own contribution and prohibits the use. If this involves important parts of the company (e.g., server code, used graphics etc.) the service of the game, at worst, would have to be ceased up until clarification, exchange or redevelopment!

Hence, it should be the purpose of every developer that his/her work can be available for the players any time and usable for Illarion, so that the stated scenario cannot occur, as well as to guarantee the future ability and free deployment of the game.

The contract with your signature in the enclosure protects the Illarion e.V. the necessary rights in your contributions.

Even if the things performed there were natural for you up to now, the association needs this as a written proof.

Hence, I ask you to fill in, signing and sending back the contract to my postal address.

Many thanks and friendly regards, ,

Jan „Alatar“ Falke
Head of Illarion e.V.

Attachment
- Form

Cession of rights to Illarion e.V.

1. Subject and Definition
- 1.1 These terms and conditions shall apply to all performance results, which was or will be provided by the contractor.

1.2 The provision of performance results happens by storing/providing on servers of Illarion e.V. or by sending to members of Illarion e.V.

1.3 Customer by this meaning is Illarion e.V.

1.4 Contractor is the provisioner of a performance result for Illarion
2. Right of Use
- 2.1 For the software or parts of the software developed for the customer and all other performance results (like graphics and sounds), the customer acquires irrevocably an exclusive right of use (license), unlimited in terms of time and place, comprising every known type of use including the right to revise, copy, change, expand, and grant licenses to third parties, provided that there is no limitation in the following paragraphs.

2.2 If third parties have rights to software received as part of services or other external results of service that contradict the acquisition of a license according to the previous paragraph, then the extent of the right of use by the customer must be accordingly agreed to in a contract.

2.3 The contractor is entitled to continue to use standard software, software components, and tools used by it in rendering services and know-how it has incorporated, even for commissions by third parties. The contractor is only with the prior written consent of the customer permitted to copy, edit, or make other use of the results of services and solutions, in part or in Whole, that have been rendered for the customer.

2.4 The contractor is authorized to publish any type of results of service created for the customer -even in parts -only with the prior written consent of the customer.
3. Program Code
- 3.1 Software shall be given to the customer in machine-readable code.

3.2 Software developed for the customer must also be given to the customer in up-to-date documented source code plus compiling and installing instructions. For this the version management system of the customer has to be used. Source code, compiling and installing instructions must correspond to the program status the users use.
4. Intellectual Property Rights of Third parties
- 4.1 The contractor guarantees that the use of its services in compliance with the contract does not violate intellectual property rights of third parties.

4.2 In case of infringement, the contractor shall hold the customer harmless from any claims that third parties make against the customer due to such infringement of intellectual property rights. In case of infringement, the contractor is also obligated to provide the customer with the right for use of the services concerned in compliance with the contract free of charge or to change the services insofar that the infringement is eliminated

4.3 A condition of liability according to 4.2 is that the customer notifies the contractor of the claims of third parties as soon as possible, does not acknowledge the claimed infringement, and either transfers to the contractor or takes charge consensual with the contractor any dispute, including any extra judicial regulations. The contractor shall bear the expense of any costs incurred for legal defense of the customer.

- 4.4 If the infringement is the fault of the customer, then claims against the contractor are excluded.
- 4.5 The statute of limitations for these claims is ten years.
5. Payment
- 5.1 All performance results from the contractor for the customer are without payment.
6. Partial Ineffectiveness, Jurisdiction, Applicable Law
- 6.1 In the event that individual contractual provisions are ineffective, then the remaining provisions shall remain in effect. The contractual parties are obligated to replace the ineffective provision with one that approximates the intention of its predecessor to the extent possible.

6.2 Jurisdiction shall be the location of the court with general applicability for the customer. The customer, however, can bring an action against the contractor in its general jurisdiction as well.

6.3 In addition to the terms of the contract, the law of the Federal Republic of Germany authoritative for legal relationships of domestic parties shall exclusively apply.

6.4 The German version of these Terms and Conditions shall be the legally binding version.

Contractor:

<div>Forename, Surname (block letters)</div>	<div>Date, Signature</div> <div>(sign previous page too if printed on different sheets)</div>
<div>Street</div>	
<div>Zip-Code, City</div>	
<div>Country</div>	
<div>Email</div>	<div>Homepage, Forum or Game Account</div>