Contributor License Agreement

This Contributor License Agreement ("**CLA**") is concluded by and between

Company Name/Individual's Name: _____

Platform Username: _____

Address: _____

_____

_____

E-Mail: _____

If you are a company, the following person is authorized to act on aforementioned company's behalf in connection with the FOSS Project: _____ _____ [name, function].

(hereinafter "**Contributor**")

and

Mercedes-Benz Connectivity Services GmbH
Plieninger Straße 150
70567 Stuttgart
Germany

(hereinafter „**MBCS**")

(*Contributor* and *MBCS* hereinafter individually a "**Party**" and jointly the "**Parties**")

1. Definitions

Capitalized terms in *italics* that are used in this *CLA* shall have the following meaning:

"**Contribution**" means any *Contributor's Work of Authorship*, which the *Contributor submits* to *MBCS*.

"**FOSS License**" means a license approved as open source license by the Open Source Initiative (https://open-source.org/licenses/), or other open source license terms as specified by *MBCS* for the *FOSS Project*.

"**FOSS Project**" means any of *MBCS* free and open source projects on https://github.com/orgs/Daimler/teams/mercedes-benz-connectivity-services, in which software and/or documentation is made available under a respective *FOSS License* determined by *MBCS* per repository.

"**Contributor's Work of Authorship**" means any work of authorship, such as but not limited to, software code, documentation, databases, or parts of the foregoing, including modifications or additions to software code or documentation made available in the *Project,* which entirely and independently has been developed, invented, designed or otherwise created by (i) the *Contributor* itself, and/or (ii) third parties for and on behalf of the *Contributor* (e.g. *Contributor*'s employees).

"**Submit**" means any form of electronic communication, including, without limitation, upload, communication on mailing lists, source code control systems and bug tracking systems that are used by *MBCS* for its *FOSS Project.*

"**Third Party Materials**" means any work of authorship to the extent it is not *Contributor's Work of Authorship*, e.g. third party proprietary or open source software.

2. Subject matter and scope

2.1 The subject matter of this *CLA* is the grant of rights and licenses in *Contributions* according to the terms and conditions laid out herein.

2.2 The *Contributor* has no obligation to *submit* any *Contribution* to *MBCS*. If the *Contributor* decides to create and *submit* a *Contribution*, however, such *Contribution* is governed by the terms of this *CLA*, *MBCS*'s guidelines on *submitting Contributions* published by *MBCS* for the *Project,* and any applicable third party guidelines on *submitting Contributions* (e.g. platform guidelines). In the absence of *MBCS's* and applicable third party guidelines, the *Contributor* shall *submit Contributions* in a way customary and reasonable in open source projects. *MBCS* has no obligation to accept *Contributions* to be used in the *FOSS Project* or otherwise.

2.3 The *Contributor* agrees not to *submit* any *Third Party Materials* to *MBCS*, and will particularly ensure that no *Third Party Materials* are included in any *Contribution*.

3. Grant of rights

3.1 Upon *submission* of a *Contribution*, *Contributor* irrevocably grants *MBCS* the non-exclusive, worldwide, perpetual and royalty-free right and license covering all copyrights and other intellectual property rights (e.g. database rights, trademarks, trade names, but with the exception of patents and utility models, see section 3.2) to use, copy, modify, combine, sell, lease, otherwise distribute, make publicly available and otherwise exploit the *Contribution* and any portion thereof, in each case either modified or unmodified. This particularly includes the non-exclusive right of *MBCS* to

(a) use, test, run, host, access, grant access to, copy and otherwise reproduce the *Contribution* and any portions thereof, for any commercial or non-commercial purpose, in isolated form as well as combined with or integrated into products or components, without any restriction on territory, content or quantity (e.g. regarding user number), both on (also virtual) servers and on clients;

(b) offer, demonstrate, sell, lease, otherwise distribute and make publicly or non-publicly available the *Contribution* or parts thereof to third parties, in any tangible or intangible form, for free or against fees, with or without restrictions, for any commercial or non-commercial purpose, under licensing terms and conditions at *MBCS*'s choice, including proprietary license terms and free and open source license terms, including the *FOSS License*;

(c) modify, adapt, configure, and create derivatives from the *Contribution* and any portion thereof, for any commercial or non-commercial purpose, particularly to decompile and disassemble the object code, modify, amend and replace (parts of) the source code, and to compile and assemble the modified or unmodified source code;

(d) remove error and defects in and maintain and further develop the *Contribution* and any portions thereof for any non-commercial or commercial purpose; and

(e) otherwise exploit the *Contribution* and any portion thereof in any known or yet unknown form.

3.2 For patent rights including, without limitation, methods, processes, and apparatus claims which the *Contributor* owns, controls or has the right to grant, now or in the future, the *Contributor* irrevocably grants *MBCS* a non-exclusive, perpetual, worldwide, royalty-free, patent license to the extent necessary to exploit the rights and license granted under section 3.1. This patent license particularly includes the right to use, copy and otherwise reproduce, modify, combine, sell, offer for sell, distribute, make publicly available and otherwise exploit the *Contribution*, or parts thereof, in each case either unmodified or modified, without infringing the relevant patents. This section 3.2 also applies to utility model rights.

3.3 If moral rights apply to the *Contribution*, to the maximum extent permitted by applicable law, the *Contributor* waives and agrees not to assert such moral rights against *MBCS* or any of *MBCS*'s licensees. If *MBCS* accepts the *Contribution* to be used in the *FOSS Project*, and decides to (in addition) exploit the *Contribution* for commercial purposes, *Contributor* hereby authorizes *MBCS* to remove copyright notices, license notices, comparable notices, and annotations in the *Contribution* and add notices at *MBCS's* discretion, but only for these commercial purposes. For the sake of clarity, any and all aforementioned notices of the *Contribution* to be used within the *FOSS Project* shall remain unaffected.

3.4 All rights granted to *MBCS* under this *CLA* include the right to transfer these rights and to grant sublicenses through multiple tiers of sub-licensees without any restriction.

3.5 *MBCS* will not make further use of the rights and licenses granted under this section 3, should *MBCS* decide not to accept the *Contribution* to be used in the *FOSS Project*.

4. Confirmations

4.1 By *submitting* a *Contribution*, the *Contributor* confirms to *MBCS* that

(a) all portions of the *Contribution* are *Contributor's Original Work of Authorship* and therefore neither are the result of a cooperation with third parties (e.g. joint development), nor contain any *Third Party Materials*; and

(b) the *Contributor* owns all copyrights, other intellectual property rights and patent rights required to grant the rights and licenses under section 3.1 to 3.4; and

(c) the *Contribution* and its exploitation does not violate any third party rights, including, where applicable, the rights of the *Contributor*'s employer or the *Contributor*'s employees; and

(d) the *Contributor* has legal authority to enter into this *CLA*, and is of legal age (if applicable).

4.2 If you are signing this *CLA* on behalf of your employer (*Contributor*), you confirm to *MBCS* your authorization to act on your employer's behalf.

4.3 The *Contributor* represents the accuracy of the confirmations under section 4.1 and 4.2 and will without undue delay notify *MBCS* in writing of any circumstances that would make these confirmations inaccurate in any respect.

5. Data Protection

5.1 Given that, *Contributor* is a natural person the following shall apply.

5.2 The controller for the processing of personal data is *MBCS* and can be reached through the contact details above or mb-developers@daimler.com. The following has been appointed as Data Protection Officer: Chief Officer Corporate Data Protection, Daimler AG, HPC G353 70546 Stuttgart, data.protection@daimler.com. If possible, please enter the details of *MBCS* and topic, which you wish to contact the data protection officer.

5.3 *MBCS* uses the personal data a *Contributor* provides in this *CLA* and the personal data linked to the *Contribution*, including contact details and source code, to perform the contract concluded with *Contributor*. This includes also the archiving of the *Contribution, as MBCS* has to provide evidence of the Grant of rights under section 3. with regards to the respective *Contribution*. The lawfulness of data processing is derived from Art. 6 (1) b) GDPR.

5.4 Personal data is processed by *MBCS* and service providers acting as maintainer and IT service provider, within data centers in Germany. No transfer to third countries is intended.

5.5 Personal data will be stored for a period of thirty years after the termination of this *CLA*. Non personal data is not affected by this deletion.

5.6 *Contributor* has the right at any time to obtain information about *Contributor's* personal data, the right to have it corrected or deleted, the right to limit its processing, and the right to make a complaint to *MBCS* or to a supervisory authority. *Contributor* is free to exercise the right to data portability. To exercise these rights, please contact *MBCS* at mb-developers@daimler.com.

6. Governing law and jurisdiction

6.1 The terms of this *CLA* as well as any rights and claims arising from or in connection with the *CLA* shall be governed by and construed in accordance with German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The applicability of mandatory consumer legislation of the state in which the *Contributor* has its habitual place of residence shall remain unaffected.

6.2 In case the *Contributor* is a merchant (*Kaufmann*) or a legal person under public law, the exclusive venue for any disputes arising from or in connection with this *CLA* shall be Stuttgart (Mitte), Germany. In such case, *MBCS* shall also be entitled to bring suit at the general venue of the *Contributor*.

7. Miscellaneous

7.1 Within the framework of its commercial dealings with *MBCS*, the *Contributor* is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on its own part and on the part of persons employed by the *Contributor* or other third parties. In the event of violation of the above, *MBCS* has the right to immediately withdraw from or terminate all legal transactions existing with the *Contributor* and the right to cancel all negotiations. The above notwithstanding, the *Contributor* is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with *MBCS*.

7.2 In case of any separate agreement between the *Contributor* and *MBCS* relating to the subject matter of the *CLA*, the terms of such separate agreement shall apply in addition and prevail, it being understood that *MBCS* shall in any case at least obtain the rights in *Contributions* agreed in this *CLA* as a minimum standard. Such separate agreements shall not affect other participants of the *FOSS Project*.

7.3 Any amendments and modifications to the *CLA* must at a minimum be agreed upon in text form to be binding, including amendments or modifications to this text form requirement.

7.4 If any provision of the *CLA* should fully or partially be found unenforceable or invalid, the remaining provisions shall remain unaffected and remain in full force. The *Parties* will in such case agree on a valid and enforceable replacement provision which legally and commercially best reflects what the *Parties* intended or would have intended considering the spirit and purpose of the *CLA*.

Mercedes-Benz Connectivity Services GmbH

Place: _____   Place: _____

Date: _____   Date: _____

Signature: Signature:

_____   _____

Name: Name:

_____   _____

Title: Title:

_____   _____

                                      Signature:

                                      _____

                                      Name:

                                      _____

                                      Title:

                                      _____