

## Contributor License Agreement ("Agreement")

Thank you for your interest in the Active Space Finder (ASF) software project initiated by us, HQS Quantum Simulations GmbH, Karlsruhe, Germany (hereinafter "HQS", "Us" or "We"). To clarify the intellectual property license granted with Contributions from any person or entity to HQS, we must have a Contributor License Agreement ("CLA") in place with each Contributor. This license is for your protection as a Contributor as well as the protection of HQS and the users of ASF; it does not change your rights to use your own Contributions for any other purpose.

Please complete and sign this Agreement, then scan and email a pdf file of this Agreement to [info@quantumsimulations.de](mailto:info@quantumsimulations.de). Please read this document carefully before signing and keep a copy for your records.

Full name:

Company Name (if You intend to contribute to ASF as a legal entity):

Postal Address:

Country:

E-Mail:

By signing this Agreement, You accept and agree to the following terms and conditions for Your Contributions submitted to HQS. Except for the license granted herein, You reserve all right, title, and interest in and to Your Contributions.

### 1. Definitions.

"You" (or "Your") shall mean the individual or legal entity entering into this agreement identified above.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to HQS for inclusion in, or documentation of, any of the products owned or managed by HQS

(the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to HQS, 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, HQS for the purpose of discussing and improving the Work.

2. Grant of Copyright License. Subject to the terms and conditions of this Agreement, You hereby grant to HQS a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable, transferable, copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.
3. Grant of Patent License. Subject to the terms and conditions of this Agreement, You hereby grant to HQS a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section), transferable, 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.
4. Representations. You represent that You are legally entitled to grant the above license. You represent that each of Your Contributions is Your original creation or, if You are a legal entity, the original creation of Your employees as part of their work for You. In case You have created the Contribution as an employee and You submit it, You represent that You are authorized by Your employer to submit the Contribution and to grant to Us the licenses herein. You represent that Your Contribution submissions include complete details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of Your Contributions.
5. Support, No Warranties. You are not expected to provide support for Your Contributions, except to the extent You desire to provide support. You may provide support for free, for a fee, or not at all. Unless required by applicable law or agreed to in writing, You provide Your Contributions on an "as is" basis, without warranties or conditions of any kind, either express or implied, including, without limitation, any warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.
6. You agree to notify HQS of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

Please sign: \_\_\_\_\_ Date, Place: \_\_\_\_\_