A-SIT

A-SIT Plus GmbH

A-SIT Plus Contributor License Agreement

1. Preamble

1.1. A-SIT Plus GmbH, Seidlgasse 22/9, 1030 Vienna (Austria), register number 436920 f (in the following "**A-SIT Plus**") develops software using the skills of the open-source community. This contributor license agreement (in the following "**CLA**") regulates the legal framework in connection with A-SIT Plus's open-source projects.

1.2. The use of German words serves to clarify questions of interpretation and refers to Austrian law.

2. Application of this CLA

2.1. This CLA becomes legally binding when the Contributor expressly accepts it by signing it (see point 8).

2.2. This CLA applies to all past, present and future A-SIT Plus open-source projects which publicly indicate this fact (by making a corresponding statement in README.md and/or CONTRIBUTING.md). These are in particular (but not exclusively) the following projects:

- VC-K (https://github.com/a-sit-plus/vck/)

- Signum (https://github.com/a-sit-plus/signum/)

- PupilIdLib (https://github.com/a-sit-plus/pupilidlib/)

2.3. This CLA is valid for an unlimited period of time and location.

3. Copyrights and further rights to use

3.1. The exploitation rights ("Verwertungsrechte") to all works created in the course of open-source projects are held exclusively by A-SIT Plus (in the sense of "Werknutzungsrechte" pursuant section 24 second sentence Austria Copyright Act ["UrhG"]) and are unlimited in terms of time, content and location.

3.2. A-SIT Plus and any third party commissioned or authorised by A-SIT Plus shall be permitted to use, sublicense, transfer, sell and further develop the work covered by the contract in any conceivable manner. A-SIT Plus shall also be permitted to transfer the exclusive right to use the covered work to a third party without requiring the consent of the Contributor.

3.3. The Contributor agrees that the work covered by the contract may also be used for purposes and unknown types of utilisation which are not yet known at the time of the conclusion of the contract (section 24c (2) UrhG).

3.4. The Contributor guarantees that A-SIT Plus shall be granted all exploitation rights ("Verwertungsrechte") within the meaning of section 24c (1) UrhG that are necessary to fulfil the purpose of the contract.

3.5. On the other hand, the Contributor is granted a non-exclusive authorisation ("Werknutzungsbewilligung" pursuant section 24 first sentence UrhG) to continue to use the works created by them without restriction. This right is unrestricted in terms of time, content and location.

3.6. The Contributor grants A-SIT Plus the right to designate themself (beside the Contributor themself) as the author ("Urheber") of the work covered by the contract (pursuant section 20 UrhG). This is without prejudice to the fact that the Contributor remains the author of the work created by them.

4. Code of Conduct

4.1. In the course of the cooperation, the contracting parties agree to communicate respectfully. Enquiries should be answered within three working days.

4.2. If necessary, the Contributor shall support A-SIT Plus to a reasonable extent and in a reasonable manner in order to clarify or resolve any questions or problems. In particular, the Contributor shall provide A-SIT Plus with the necessary information, data and descriptions and shall communicate these clearly and in good time (usually within three working days).

4.3. In the event of a persistent breach of the general rules of appropriate communication, A-SIT Plus reserves the right to exclude the Contributor. Such exclusion has no effect on the granting of exploitation rights under point 3.

4.4. The Contributor guarantees that their inputs covered do not infringe rights of others. The source code shall not contain any components to which third-party copyrights (or any other rights) exist that restrict the exercise of the exploitation rights granted to the A-SIT Plus under this CLA.

4.5. The Contributor has no legal claim that the work created by them will actually be taken over and accepted by A-SIT Plus.

4.6. The Contributor agrees to notify A-SIT Plus immediately of any security problems identified in the context of the contractual work.

5. Warranty, liability, indemnification

5.1. All warranty claims are mutually excluded.

5.2. Liability claims ("Schadenersatzansprüche") shall only exist in the event of grossly negligent ("grobe Fahrlässigkeit") or wilful ("Vorsätzlichkeit") behaviour.

5.3. If a claim is made against A-SIT Plus for the infringement of intellectual property rights (including the right of fair dealing) of third parties due to the use of a part of the input of the Contributor, the Contributor shall reimburse all costs and damages and, if necessary, assist A-SIT Plus in this dispute.

6. Place of jurisdiction and applicable law

6.1. This contractual relationship shall be governed by and construed in accordance with Austrian law. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

6.2. The exclusive place of jurisdiction is the competent court in Vienna (1. District), Austria.

6.3. The place of fulfilment is the registered office of A-SIT Plus.

7. Changes to this CLA and other issues

7.1. A-SIT Plus is authorised to amend this CLA contract at any time. A-SIT Plus shall inform the Contributor of such amendments by sending the amended terms and conditions to the e-mail address last notified to A-SIT Plus. The Contributor has the right to object to this amendment. If the Contributor does not object within 14 days of this amendment being sent, it shall be assumed that the Contributor has impliedly consented to the amendment of the terms and conditions.

7.2. Invalid provisions of individual parts of this CLA shall not affect the validity of the remaining provisions. They shall be replaced by appropriate substitute provisions which, in the light of the purpose of the contract, come closest to what the contracting parties would have wanted if they had been aware of the invalidity. The same shall apply in the event of loopholes contrary to the contract.

7.3. This CLA supersedes any oral or written agreements previously concluded.

7.4. A-SIT Plus is entitled to transfer its rights and obligations under this contract to a legal successor.

8. Signature

This CLA becomes effective by signing it and transmitting it to A-SIT Plus.

(Github.com username)

(First name and surname)

(Street)

(House/street/flat/building number, etc.)

(City)

(Postal code)

(Country)

(Date of birth)

(Date and place of signature)

(Signature)