

CONTRIBUTION AGREEMENT
VERSION 1.0

THIS CONTRIBUTION AGREEMENT (hereinafter referred to as "Agreement") is executed by _____ with a registered address at _____ ("Licensor") in favor of the **Aardvark Platform**. This Agreement shall be effective as of _____ ("Effective Date").

1. DEFINITIONS

In this Agreement (and where the context so permits) the single of the terms defined below shall include the plural and vice versa. The following terms shall have the meanings identified below.

"Affiliate" means an entity, which is (i) directly or indirectly controlling such party, (ii) under the same direct or indirect ownership or control as such party, or (iii) directly or indirectly owned or controlled by such party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"Chief Maintainer" means the individual initially appointed to lead, direct, and manage the Aardvark Platform and, in subsequent periods, the individual elected by a simple majority of the Aardvark Platform Project maintainers to lead, direct and manage the Aardvark Platform Project.

"Contributions" means the code, documentation or other original works of authorship, including without limitation any modifications or additions to an existing work, that are submitted via any form of electronic, verbal, or written communication to the Aardvark Platform for inclusion in, or documentation of, Aardvark Platform Software.

"GNU License Terms" means all software licenses copyrighted by the Free Software Foundation, currently in use or hereafter published, including, but not limited to, the GNU General Public License versions 1 through 3, the GNU Library General Public License versions 1 through 2 or the GNU Lesser General Public License versions 2.1 through 3.0. "Licensor Contributions" means Contributions submitted by Licensor, or if applicable Licensor's employee(s).

"Open Source Software" shall mean any software component, application or collection of files in human- or machine-readable form that is publicly available in source code form and licensed under an open source license listed at <http://www.opensource.org/licenses> or similar license.

"Aardvark Platform Project" means the open source software project, created by VRVis Zentrum für Virtual Reality und Visualisierung Forschungs-GmbH, aimed at developing Visual Computing Software.

"Aardvark Platform Software" means any Aardvark Platform software and any Contributions, related "online" or electronic documentation, associated media and printed materials, including but not limited to the source code, object code, example programs, tools, add-ons, plug-ins, companion products and documentation.

“Third Party Contributions” means Contributions that are copyrighted or owned by a party other than the party submitting the Contribution.

“Update” means a release or version of the Aardvark Platform Software containing enhancements, new features, bug fixes, or error corrections.

2. PURPOSE OF THE AGREEMENT

2.1 Purpose

In order to participate in the development of Aardvark Platform Software, the Aardvark Platform requires Licensors to accept the terms and conditions contained in this Agreement. This Agreement is primarily required because the Aardvark Platform has existing obligations regarding the Aardvark Platform Software and wants to enable the broadest, most vibrant Aardvark Platform ecosystem. This agreement facilitates the Aardvark Platform’s compliance with the spirit of its commitments to the Open Source Community and enables participation of commercial Aardvark Platform users in the Aardvark Platform Project.

2.2 General

Licensors wish to participate in the development of Aardvark Platform Software. Licensors accept and agree to the following terms and conditions for Licensors’ present and future Licensors’ Contribution(s) submitted to the Aardvark Platform Project. If Licensors do not agree to the terms and conditions contained in this Agreement, Contribution(s) cannot be accepted and Licensors cannot contribute code or participate in the development of Aardvark Platform Software.

2.3 Third Party Contributions

Third Party Contributions are not accepted under the terms of this Agreement. Third Party Contributions may only be accepted for use in Aardvark Platform Software or by the Aardvark Platform Project if the following criteria are met:

(a) The Third Party Contribution is licensed under license terms that are compatible with the GNU Affero General Public License Version 3 (“AGPL3”) as included on the Free Software Foundation’s website (www.gnu.org); and

(b) If the Third Party Contributions are licensed under either: (i) GNU License Terms; or (ii) license terms requiring as a condition of use, modification and/or distribution of the software subject to the license, that the software or other software combined and/or distributed with it be disclosed or distributed in source code form; licensed for the purpose of making derivative works; or redistributable at no charge, both the Chief Maintainer and the Aardvark Platform must give their unanimous, prior, written consent before such Third Party Contribution may be included in the Aardvark Platform Project. The modules for which consent has been obtained will be posted on the Aardvark Platform Project web site.

(c) Notwithstanding (a) and (b) above, a Third Party Contribution which is an Update to third party code already included in Aardvark Platform Software may be used to replace such third party code previously

included in Aardvark Platform Software provided that the Update is licensed under the same license terms as the code it is replacing. The Chief Maintainer shall remove, from the public Aardvark Platform code repositories or project website, any Third Party Contribution which does not meet the criteria specified above.

3. LICENSE GRANTS

3.1 Copyright License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to the Aardvark Platform a sublicensable, irrevocable, perpetual, worldwide, non-exclusive and royalty-free copyright and trade secret license to reproduce, adapt, translate, modify, and prepare derivative works of, publicly display, publicly perform, sublicense, make available and distribute Licensor Contribution(s) and any derivative works thereof under license terms of the Aardvark Platform's choosing including any Open Source Software license.

3.2 Patent License

Subject to the terms and conditions of this Agreement, Licensor hereby grants to the Aardvark Platform and to the recipients of the Aardvark Platform Software a sublicensable, irrevocable, perpetual, worldwide, non-exclusive and royalty-free patent license to make, have made, use, sell, offer to sell, export, import and otherwise dispose of the Aardvark Platform Software and to practice methods and processes therein, where such license applies to those patents licensable by Licensor that are infringed by the making, using, selling, offering to sell, importing or otherwise disposing of Licensor Contribution(s) or its constituent parts (a) as such, or (b) in combination with Aardvark Platform Software.

3.3 Warranty

Licensor represents and warrants that it or its Affiliate is the owner of the Licensor Contribution(s) and that it or its Affiliate(s) has the authority to grant the licenses thereto set forth in Sections 3.1 and 3.2 of this Agreement. Moreover, Licensor represents and warrants that its and its Affiliates' compliance with this Section 3 will not breach against any other contract or license binding on the Licensor or any of its Affiliates, including without limitation, any Open Source Software license applicable to the Licensor Contribution(s) in question.

3.4 No Obligation to Make Use of Contribution

For the avoidance of doubt, the Aardvark Platform has the right, but no obligation whatsoever to utilize any Contribution.

3.5 Enforcement Authorization

The Licensor hereby authorizes, and agrees to execute without undue delay any and all documents reasonably necessary to effect such authorization, for the Aardvark Platform to enforce the Licensor's copyrights in and to a Licensor Contribution on the Licensor's behalf against any third parties as the

Aardvark Platform at its discretion deems appropriate, at the Aardvark Platform's expense. The Aardvark Platform has the right, but no obligation whatsoever to enforce the Licensor's copyrights. In jurisdictions where such authorization is not possible under mandatory applicable law, the Licensor hereby undertakes upon the Aardvark Platform's request and at the Aardvark Platform's expense, to act jointly with the Aardvark Platform (as a co-plaintiff) in enforcing the Licensor's copyrights, provided, however, that the Licensor shall not be obligated to participate as a co-plaintiff if the defendant in such action is a current customer or licensee of Licensor or its Affiliate(s).

4. WARRANTY DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO ANY STATUTORY WARRANTIES OR CONDITIONS WHICH CAN NOT BE EXCLUDED, THE LICENSOR CONTRIBUTION IS PROVIDED BY LICENSOR "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, AND STATUTORY ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

5. UPDATE TO AGREEMENT TERMS

Periodically, the Aardvark Platform may need to modify the terms of this Agreement. If Licensor does not agree to such new terms and conditions, the Aardvark Platform will not accept further Contributions from Licensor, but Licensor's Contributions that have already been received will continue to be subject to the contribution agreement in force at the time the Contribution(s) were accepted.

6. MISCELLANEOUS

6.1 Assignment

The Aardvark Platform shall be entitled to assign or transfer any of its rights, benefits or obligations under this Agreement on an unrestricted basis. If the Aardvark Platform assigns or transfers any of its rights, benefits or obligations under this Agreement to a competitor of Licensor ("Assignee"), Licensor may, upon written notice to the Assignee, opt out of acting as a co-plaintiff under Section 3.5 and terminate this Agreement in accordance with Section 6.4. Aardvark Platform shall provide notification within thirty (30) days of the effective date of any such assignment by publishing a notice of assignment on the Aardvark Platform Project web site.

6.2 No Waiver

Neither failure to exercise, nor any delay in exercising by either party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

6.3 Partial Invalidity

If any term and/or condition of this Agreement is or becomes invalid or unenforceable, the validity or enforceability of any other term and/or condition of this Agreement shall not be affected and such invalid or unenforceable term and/or condition shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such term and/or condition, which to the extent possible achieves the original purpose of the invalid or unenforceable term and/or condition.

6.4 Termination

Licensor may terminate this agreement for its convenience by providing the Aardvark Platform with written notice of termination. The termination shall become effective thirty (30) days following receipt of the termination notice by the Aardvark Platform. For the avoidance of doubt, the termination of this Agreement shall have no effect on Licensor Contributions received prior to the date the termination becomes effective. Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of this Agreement shall also be deemed to survive. Such terms and conditions include, but are not limited to, the following Sections: 1, 3, 4, 6.1, 6.4 and 7 of this Agreement.

7. APPLICABLE LAW AND DISPUTE RESOLUTION

7.1 Applicable Law

The governing law of this Agreement shall be the substantive laws of Austria. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

7.2 Dispute Resolution

Any dispute, controversy or claim arising out of or relating to this Agreement, including without limitation any question regarding its existence, validity or termination, shall be referred to and finally resolved by the exclusive jurisdiction of the courts of Austria and the parties waive any objection to proceedings in such courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum. The award shall be final and binding and enforceable in any court of competent jurisdiction.

IN WITNESS WHEREOF, the Aardvark Platform and Licensor have each executed this Agreement as of the Effective Date.

LICENSOR:

Name:

Signature:

Title (optional):

Date:

AARDVARK PLATFORM:

Name:

Signature:

Title:

Date: