

52°North Contributor License Agreement

BY AND BETWEEN

**52°North Spatial Information Research GmbH,
Martin-Luther-King-Weg 24, 48155 Muenster, Germany,
represented by its managing directors Dr. Benedikt Gräler, Dr. Simon Jirka
and Matthes Rieke**

- hereinafter referred to as “52°North”

and

- hereinafter referred to as “Contributor”

Recitals

With this Contributor License Agreement, contributors grant rights in their software to 52°North. It protects the rights of contributors, the rights of 52°North, and the rights of users of this software. This agreement does not prevent the contributors from using their software for any other purpose. It is a legally binding document, which has to be read carefully and well understood, before signing and submitting it to 52°North.

1. Definitions

- "Contribution" means any modification of the Software or Derivative Work made by Contributor or any independent program intended to run with the Software;
- "Derivative Work" means any extension, shortening and/or alteration of the Software;
- "Contributor" means the legal entity, which signs this agreement and contributes its Software to 52°North (e.g., an individual software contributor or his employer);
- "Proprietary" means any use of the Software under terms and conditions that are not corresponding to the Free Software Definition or the Open Source Definition;
- "Software" means all computer programs published by 52°North.

2. Subject Matter of the Agreement

- 2.1 Contributor is participating in the development of 52°North software. Through this Agreement Contributor grants to 52°North an infinite number of non-exclusive rights in all Contributions that Contributor has contributed by uploading it into a source code repository of 52°North.

- 2.2 There are personal accounts provided for Contributors on 52°North's website and Contributor is allowed to offer his developments to 52°North via this contribution system. Whenever Contributor provides Software via 52°North's contribution system, Contributor agrees to license the rights in that Software according to this Agreement.

3. Grant of Rights

- 3.1 Contributor grants to 52°North an infinite number of non-exclusive worldwide and perpetual rights
- to publish the Contribution,
 - to modify the Contribution, to prepare Derivative Works based upon or containing the Contribution and to combine the Contribution with other software code,
 - to reproduce the Contribution,
 - to distribute copies of the Contribution in modified or unmodified form, by donation, sale, rental or any other form of distribution to the public,
 - to make the Contribution available to the public in modified or unmodified form.
- 3.2 The grant of rights covers all kind of intellectual or industrial property (e.g. patent rights) that the Contributor has or acquires in the Contribution insofar as this is required for the exercise of the copyright license as set forth in sec. 3.1.
- 3.3 52°North shall be entitled to transfer non-exclusive licenses or sublicenses to third parties; the licenses may be Proprietary or free. In the case of Proprietary licensing, 52°North shall use the license fees received for supporting science and research in geo-informatics.

4. Compensation

Contributor delivers the Contribution and grants the rights and licenses in the Contribution free of charge and without any royalties.

5. Obligations of 52°North

- 5.1 If 52°North decides to publish the Contribution, the Contribution shall in any case be licensed under the terms and conditions of a license, which has been approved by the Open Source Initiative (OSI), whether or not such licenses are subsequently disapproved.
- 5.2 In case 52°North does not publish the Contribution within two (2) months after the Contributor has transmitted the Contribution to 52°North, all rights and licenses granted to 52°North under Section 3 of this Agreement will expire automatically.
- 5.3 52°North shall respect the moral rights of the Contributor. Therefore, 52°North will refer to the Contributor's name or pseudonym within the source code published by 52°North.

6. Enforcement of rights

Infringement proceedings regarding cease and desist claims shall be handled by 52°North. Therefore, 52°North is entitled by Contributor to legally enforce copyrights in the Software by way of representative action on its own behalf and own expense. If 52°North does not wish to initiate and carry through infringement proceedings Contributor may do so in his own behalf and at his own expense.

7. Warranty

- 7.1 Contributor guarantees that he is the only and exclusive owner of rights in the Contribution and that he is entitled to grant the rights and licenses as under this Agreement. Contributor further guarantees that he has not granted any exclusive license to any third party regarding the Contribution and the rights and licenses granted under this Agreement. In case Contributor has developed the Contribution within the scope of his employment or an order he is to ensure that both employer and employee, principal and agent, sign this Agreement before the Contribution is transmitted to 52°North.
- 7.2 All other warranties are specifically excluded. Contributor provides the Contribution on an "as is" basis, without any warranty of the usability, usefulness or merchantability, and of fitness for a particular purpose.

8. Liability

- 8.1 Claims for damages and claims for compensation against Contributor shall be excluded irrespective of their legal basis, unless the damage was caused willfully. This restriction does not apply to liability that regards claims for damages arising out of guarantees given under this Agreement.
- 8.2 Claims for damages and claims for compensation against 52°North shall be excluded irrespective of their legal basis, unless the damage was caused willfully or by gross negligence on the part of 52°North.

9. Term

- 9.1 This Agreement shall come into effect upon signature of both parties.
- 9.2 Both parties shall have the right to terminate the Agreement in written form for important reasons only. It is deemed as an important reason if the terminating party, taking into consideration all circumstances of the individual case and appreciating both parties' respective interests, cannot be expected to continue the contractual relationship. Where the important reason consists of a violation of a contractual obligation, the termination is generally only possible after setting a time limit for a rectification or remedy regarding the violation and after such time limit has expired to no avail.
- 9.3 Otherwise, this Agreement may not be terminated by Contributor except if 52°North does not publish the Contribution as set forth in Section 5.1 of this Agreement.
- 9.4 In the event of a termination of this Agreement Sections 4, 6, 7, 9, 10 and 11 shall survive such termination and shall remain in full force thereafter. Section 3 shall remain in full force after the termination of this Agreement only regarding the Contributions which are already licensed under an open source license at the date of the termination. For the avoidance of doubt, the Contributor does not grant any rights in Contributions which are developed after the termination of this Agreement.

10. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, specifically excluding the application of principles of conflict of laws.

11. Court of Jurisdiction

All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Muenster, Germany.

12. General Provisions

12.1 The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all prior understandings and agreements relating to the subject matter of this Agreement.

12.2 No amendment to this Agreement shall be valid, unless made in writing and signed by all of the parties hereto.

12.3 If any term or provision of this Agreement is construed to be or adjudged invalid, void or unenforceable, the remaining terms and provisions will remain in full force and effect. The invalid term or provision will be modified in such manner as to cause this Agreement to be valid and enforceable while preserving to the maximum extent possible the terms, conditions and benefits as negotiated by the parties; the same shall be done in case of a gap.

12.4 No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as or be deemed to be a waiver of any such right or remedy.

12.5 In the case that the Contributor has entered into a previous version of this Agreement, this preexisting license agreement shall have no effect with regard to all Contributions, which are provided after the signature of this Agreement by both parties ("Effective Date"). Such Contributions shall be covered by this Agreement only. Any Contributions which have been provided before the Effective Date shall remain exclusively governed by the preexisting license agreement.

	Contributor:	52°North:
Location, Date:	_____	_____
Printed Name:	_____	_____
Signature:	_____	_____