

## Software Grant and Corporate Contributor License Agreement

Project Name: TinyMe

Project Entity: ProductDock AG ("We" or "Us")

If emailing signed PDF, send to: [os-tinyme-cla@productdock.com](mailto:os-tinyme-cla@productdock.com)

Software Grant and Corporate Contributor License Agreement ("Agreement") v1.0

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#### 5. Moral Rights.

If moral rights apply to the Contribution, to the maximum extent permitted by law, You waive and agree not to assert such moral rights against Us or our successors in interest, or any of our licensees, either direct or indirect.

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You acknowledge that We are not obligated to use Your Contribution as part of the Project and may decide to include any Contribution We consider appropriate.

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Should You wish to submit work that is not Your original creation, You may submit it to the Project separately from any Contribution, identifying the complete details of its source and of any license or other restriction (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware, and conspicuously marking the work as "Submitted on behalf of a third-party: [named here]".

#### 11. Obligation to notify

You agree to notify Us of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

#### 12. Miscellaneous

12.1. This Agreement will be governed by and construed in accordance with the laws of the Federal Republic of Germany excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

12.2. This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

12.3. If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

- 12.4. The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.
- 12.5. If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

[Please complete and sign on the next page.]

Please sign: \_\_\_\_\_

Date: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Signatory E-Mail: \_\_\_\_\_

Signatory Title: \_\_\_\_\_

Corporation name: \_\_\_\_\_

\_\_\_\_\_

Corporation address: \_\_\_\_\_

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