Software Grant and Corporate Contributor License Agreement

Project Name: Conversational Platform

Project Entity: VisualVest GmbH ("We" or "Us")

If emailing signed PDF, send to: conversational-platform@visualvest.de

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

Thank you for your interest in the project specified above (the "Project"). In order to clarify the intellectual property license granted with Contributions from any person or entity, the Project must have a Contributor License Agreement (CLA) on file that has been signed by each Contributor, indicating agreement to the license terms below. This license is for your protection as a Contributor as well as the protection of the Project and its users; it does not change your rights to use your own Contributions for any other purpose.

This version of the Agreement allows an entity (the "Corporation") to submit Contributions to the Project, to authorize Contributions submitted by its designated employees to the Project, and to grant copyright and patent licenses thereto.

If you have not already done so, please complete and sign this Agreement using the electronic signature portal made available to you by the Project or its third-party service providers, or email a PDF of the signed agreement to the email address specified above. Please read this document carefully before signing and keep a copy for your records.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to the Project. Except for the license granted herein to the Project and recipients of software distributed by the Project, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions.

"You" (or "Your") shall mean the copyright owner or legal entity authorized by the copyright owner that is making this Agreement with the Project. For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single Contributor. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

"Contribution" shall mean the code, documentation or other original works of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the Project for inclusion in, or documentation of, any of the products owned or managed by Us (the "Work").

For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to the Project or its representatives, 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, the Project for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."

2. Grant of Copyright License.

Subject to the terms and conditions of this Agreement, You hereby grant to the maximum extent permitted by the relevant law to Us and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable copyright license to reproduce, modify, prepare derivative works of, publicly display, publicly perform, sublicense (with the right to sublicense such rights through multiple tiers of sublicensees), and distribute Your Contributions and such derivative works in Source or Object form.

3. Grant of Patent License.

Subject to the terms and conditions of this Agreement, You hereby grant to Us and to recipients of software distributed by the Project a perpetual, worldwide, non-exclusive, no-charge, royalty-free, transferable, irrevocable (except as stated in this section) patent license (with the right to sublicense such rights through multiple tiers of sublicensees) 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) were 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. Outbound License

Based on the grant of rights in Sections 2 and 3, if We include Your Contribution in the Project, We may license the Contribution under any license, including copyleft, permissive, commercial, or proprietary licenses. As a condition on the exercise of this right, We agree to also license the Contribution under the terms of the license or licenses which We are using for the Project on the Submission Date.

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.

6. Our Rights.

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.

7. Legal Entitlement

You represent that You are legally entitled to grant the above license. You represent further that employees of the Corporation who do so are authorized to submit Contributions on behalf of the Corporation

8. Original creation and third-party license

You represent that each of Your Contributions is Your original creation (see section 10 for submissions on behalf of others). You own the Copyright and patent claims covering the Contribution which are required to grant the rights under Section 2 to 6. 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.

9. Support, 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, NONINFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

Submit on behalf of a third-party

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 name.	
Corporation address:	