

Contributors License Agreement

This Contributor License Agreement (“**CLA**”) is concluded by and between

Company Name/Individual's Name: _____

Platform Username: _____

Address: _____

E-Mail: _____

If you contribute as a company, the following person(s) is(are) authorized to act on aforementioned company's behalf in connection with the FOSS Project: _____

_____ [name(s), function]

(hereinafter “**Contributor**”)

and

MBition GmbH

Dovestraße 1,

10587 Berlin

(hereinafter “**FOSS Co**”)

(**Contributor** and **FOSS Co** hereinafter individually a “**Party**” and jointly the “**Parties**”)

1. Definitions

Capitalized terms in italics that are used in this CLA shall have the following meaning:

“**Contribution**” means any Contributor's Work of Authorship, which the Contributor submits to FOSS Co.

“FOSS License” means a license approved as open-source license by the Open Source Initiative (<https://opensource.org/licenses/>), or other open source license terms as specified by FOSS Co for the FOSS Project.

“FOSS Project” means FOSS Co’s free and open source projects on <https://github.com/mercedes-benz>, in which software and/or documentation is made available under a FOSS License determined by FOSS Co per repository.

“Contributor’s Work of Authorship” means any work of authorship, such as but not limited to, software code, documentation, databases, or parts of the foregoing, including modifications or additions to software code or documentation made available in the Project, which entirely and independently has been developed, invented, designed or otherwise created by (i) the Contributor itself, and/or (ii) third parties for and on behalf of the Contributor (e.g. Contributor’s employees).

“Submit” means any form of electronic communication, including, without limitation, upload, communication on mailing lists, source code control systems and bug tracking systems that are used by FOSS Co for its FOSS Project.

“Third Party Materials” means any work of authorship to the extent it is not Contributor’s Work of Authorship, e.g. third party proprietary or open source software.

2. Subject matter and scope

2.1 The subject matter of this CLA is the grant of rights and licenses in Contributions according to the terms and conditions laid out herein.

2.2 The Contributor has no obligation to submit any Contribution to FOSS Co. If the Contributor decides to create and submit a Contribution, however, such Contribution is governed by the terms of this CLA, FOSS Co’s guidelines on submitting Contributions published by FOSS Co for the Project, and any applicable third party guidelines on submitting Contributions (e.g. platform guidelines). In the absence of FOSS Co’s and applicable third party guidelines, the Contributor shall submit Contributions in a way customary and reasonable in open source projects. FOSS Co has no obligation to accept Contributions to be used in the FOSS Project or otherwise.

2.3 The Contributor agrees not to submit any Third Party Materials to FOSS Co, and will particularly ensure that no Third Party Materials are included in any Contribution.

3. Grant of rights

3.1 Upon submission of a Contribution, Contributor irrevocably grants FOSS Co the non-exclusive, worldwide, perpetual and royalty-free right and license covering all copyrights and other intellectual property rights (e.g. database rights, trademarks, trade names, but with the exception of patents and utility models, see section 3.2) to use, copy, modify, combine, sell, lease, otherwise distribute, make publicly available and otherwise exploit the Contribution and any portion thereof, in each case either modified or unmodified. This particularly includes the non-exclusive right of FOSS Co to

- a) use, test, run, host, access, grant access to, copy and otherwise reproduce the Contribution and any portions thereof, for any commercial or non-commercial purpose, in isolated form as well as combined with or integrated into products or components, without any restriction on territory, content or quantity (e.g. regarding user number), both on (also virtual) servers and on clients;

- b) offer, demonstrate, sell, lease, otherwise distribute and make publicly or non-publicly available the Contribution or parts thereof to third parties, in any tangible or intangible form, for free or against fees, with or without restrictions, for any commercial or non-commercial purpose, under licensing terms and conditions at FOSS Co's choice, including proprietary license terms and free and open source license terms, including the FOSS License;
- c) modify, adapt, configure, and create derivatives from the Contribution and any portion thereof, for any commercial or non-commercial purpose, particularly to decompile and disassemble the object code, modify, amend and replace (parts of) the source code, and to compile and assemble the modified or unmodified source code;
- d) remove error and defects in and maintain and further develop the Contribution and any portions thereof for any non-commercial or commercial purpose; and
- e) otherwise exploit the Contribution and any portion thereof in any known or yet unknown form.

3.2 For patent rights including, without limitation, methods, processes, and apparatus claims which the Contributor owns, controls or has the right to grant, now or in the future, the Contributor irrevocably grants FOSS Co a non-exclusive, perpetual, worldwide, royalty-free, patent license to the extent necessary to exploit the rights and license granted under section 3.1. This patent license particularly includes the right to use, copy and otherwise reproduce, modify, combine, sell, offer for sell, distribute, make publicly available and otherwise exploit the Contribution, or parts thereof, in each case either unmodified or modified, without infringing the relevant patents. This section 3.2 also applies to utility model rights.

3.3 If moral rights apply to the Contribution, to the maximum extent permitted by applicable law, the Contributor waives and agrees not to assert such moral rights against FOSS Co or any of FOSS Co's licensees. If FOSS Co accepts the Contribution to be used in the FOSS Project, and decides to (in addition) exploit the Contribution for commercial purposes, Contributor hereby authorizes FOSS Co to remove copyright notices, license notices, comparable notices, and annotations in the Contribution and add notices at FOSS Co's discretion, but only for these commercial purposes. For the sake of clarity, any and all aforementioned notices of the Contribution to be used within the FOSS Project shall remain unaffected.

3.4 All rights granted to FOSS Co under this CLA include the right to transfer these rights and to grant sublicenses through multiple tiers of sublicensees without any restriction.

3.5 FOSS Co will not make further use of the rights and licenses granted under this section 3, should FOSS Co decide not to accept the Contribution to be used in the FOSS Project.

4. Confirmations

4.1 By submitting a Contribution, the Contributor confirms to FOSS Co that

- a) all portions of the Contribution are Contributor's Original Work of Authorship and therefore neither are the result of a cooperation with third parties (e.g. joint development), nor contain any Third Party Materials; and
- b) the Contributor owns all copyrights, other intellectual property rights and patent rights required to grant the rights and licenses under section 3.1 to 3.4; and
- c) the Contribution and its exploitation do not violate any third-party rights, including, where applicable, the rights of the Contributor's employer or the Contributor's employees; and

d) the Contributor has legal authority to enter this CLA and is of legal age (if applicable).

4.2 If you are signing this CLA on behalf of your employer (Contributor), you confirm to FOSS Co your authorization to act on your employer's behalf.

4.3 The Contributor represents the accuracy of the confirmations under section 4.1 and 4.2 and will without undue delay notify FOSS Co in writing of any circumstances that would make these confirmations inaccurate in any respect.

5. Data Protection

5.1 Given that, Contributor is a natural person the following shall apply.

5.2 The controller for the processing of personal data is FOSS Co and can be reached through the contact details above or cla-mbition@mercedes-benz.com. The following has been appointed as Data Protection Officer: Chief Officer Corporate Data Protection, Mercedes-Benz Group AG, HPC E600 70546 Stuttgart, data.protection@mercedes-benz.com. If possible, please enter the details of FOSS Co and topic, which you wish to contact the data protection officer.

5.3 FOSS Co uses the personal data a Contributor provides in this CLA and the personal data linked to the Contribution, including contact details and source code, to perform the contract concluded with Contributor. This also includes the archiving of the Contribution, as FOSS Co has to provide evidence of the Grant of rights under section 3. with regards to the respective Contribution. The lawfulness of data processing is derived from Art. 6 (1) b) GDPR.

5.4 Personal data is processed by FOSS Co and service providers acting as maintainer and IT service provider, within data centers in Germany. No transfer to third countries is intended.

5.5 Personal data will be stored for a period of thirty years after the termination of this CLA. Non personal data is not affected by this deletion.

5.6 Contributor has the right at any time to obtain information about Contributor's personal data, the right to have it corrected or deleted, the right to limit its processing, and the right to make a complaint to FOSS Co or to a supervisory authority. Contributor is free to exercise the right to data portability. To exercise these rights, please contact FOSS Co at cla-mbition@mercedes-benz.com.

6. Governing law and jurisdiction

6.1 The terms of this CLA as well as any rights and claims arising from or in connection with the CLA shall be governed by and construed in accordance with German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. The applicability of mandatory consumer legislation of the state in which the Contributor has its habitual place of residence shall remain unaffected.

6.2 In case the Contributor is a merchant (Kaufmann) or a legal person under public law, the exclusive venue for any disputes arising from or in connection with this CLA shall be Stuttgart (Mitte), Germany. In such case, FOSS Co shall also be entitled to bring suit at the general venue of the Contributor.

7. Miscellaneous

7.1 Within the framework of its commercial dealings with FOSS Co, the Contributor is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on its own part and on the part of persons employed by the Contributor or other third parties. In the event of violation of the above, FOSS Co has the right to immediately withdraw from or terminate all legal transactions existing with the Contributor and the right to cancel all negotiations. The above notwithstanding, the Contributor is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with FOSS Co.

7.2 In case of any separate agreement between the Contributor and FOSS Co relating to the subject matter of the CLA, the terms of such separate agreement shall apply in addition and prevail, it being understood that FOSS Co shall in any case at least obtain the rights in Contributions agreed in this CLA as a minimum standard. Such separate agreements shall not affect other participants of the FOSS Project.

7.3 Any amendments and modifications to the CLA must at a minimum be agreed upon in text form to be binding, including amendments or modifications to this text form requirement.

7.4 If any provision of the CLA should fully or partially be found unenforceable or invalid, the remaining provisions shall remain unaffected and remain in full force. The Parties will in such case agree on a valid and enforceable replacement provision which legally and commercially best reflects what the Parties intended or would have intended considering the spirit and purpose of the CLA.

Contributor

Place, Date: _____

Signature: _____

Name: _____

Title: _____

FOSS Co

Place, Date: _____

Signature: _____

Name: _____

Title: _____

Place, Date: _____

Signature: _____

Name: _____

Title: _____