

Open Integration Hub
A project of Cloud Ecosystem e.V.
Contributor License Agreement (“Agreement”)

Thank you for your intention to participate in the Open Integration Hub project (the „Project“). It is of utmost importance for such projects and the contributors to have a clear understanding who owns which intellectual property rights.

In order to clarify the intellectual property license granted with contributions to the Project from any person or entity, we the Cloud Ecosystem e.V., Harry-Blum-Platz 2, 50678 Cologne, Germany (“CES”) must have a Contributor License Agreement ("CLA") on file that has been signed by each Contributor, indicating agreement to the license terms below.

This CLA serves for Your protection as a Contributor, as well as the protection of the CES, Project and its users. The CLA does not change Your rights as Contributor to use Your own Contributions in any way or for any other purpose. If You have not already done so, please complete, sign, scan and email a pdf file of this CLA to info@cloudecosystem.org. Please read this document carefully before signing and keep a copy for Your records.

Contributor data

Surname*:

Name*:

Street*:

ZIP Code*

City*

Country*

Telephone

Email

* mandatory information

This information will only be used for registering You as a Contributor for the Project and for enabling CES to perform the cooperation with You based on Art. 6 I b) GDPR. Your rights based on the Art. 15, right of access, Art. 16, right to rectification, Art. 17, right to erasure (‘right to be forgotten’), Art. 18, right to restriction of processing, Art. 20, right to data portability, Art. 21, right to object and Art 77, right to lodge a complaint with a supervisory authority, of the GDPR remain unaffected. Please contact us per our address stated above for any inquiry concerning Your personal data or privacy.

With Your signature You accept terms and conditions of this CLA which shall apply to any Contribution You have submitted or will submit to CES and the Project. Except for the license granted herein to CES, the Project and the recipients of software distributed by the CES and the Project, You reserve all right, title, and interest in and to Your Contributions.

1. Definitions

"You" (or "Your") shall mean you as our contractual party and as the creator of a Contribution or as the owner of the copyright on a Contribution or as legal entity authorized by such creator or copyright owner that is entering into this CLA with CES.

"Contribution" shall mean any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to the CES for inclusion in, or documentation of, the Project and/or any of the other products owned or managed by CES (the "Work"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to CES, the Project or the representatives of CES and/or the Project, 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 CES or 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 License

Subject to the terms and conditions of this CLA, You hereby grant to CES and to recipients of software distributed by the CES a worldwide, perpetual, non-exclusive, royalty-free, no-charge, irrevocable license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, to publish or reproduce, modify, prepare derivative works based upon or containing the Contribution and/or to combine the Contribution with other Contributions or materials, reproduce the Contribution in original or modified form, distribute, to make the Contribution available to the public, display and publicly perform the Contribution in original or modified form.

Moral Rights remain unaffected to the extent they are recognized and not waivable by applicable law. Notwithstanding, You may add your name to the attribution mechanism customary used in the materials you Contribute to, such as the header of the source code files of Your Contribution, and We will respect this attribution when using Your Contribution.

3. Patents

Subject to the terms and conditions of this CLA You hereby grant to CES and to recipients of software distributed by the CES a worldwide, royalty-free, non-exclusive, perpetual and irrevocable patent license, with the right to transfer an unlimited number of non-exclusive licenses or to grant sublicenses to third parties, to make, have made, use, sell, offer for sale, import and otherwise transfer the Contribution and the Contribution in combination with any material (and portions of such combination). This license applies to all patents owned or controlled by You, whether already acquired or hereafter acquired, that would be infringed by making, having made, using, selling, offering for sale, importing or otherwise transferring of Your Contribution(s) alone or by combination of Your Contribution(s) with any other Contributions or material.

4. Representations

You represent that you are legally entitled to grant the above licenses. If your employer(s) has rights to intellectual property that you create that includes your Contributions, you represent that you have received permission to make Contributions on behalf of that employer, that your employer has waived such rights for your Contributions to the CES and/or the Project, or that your employer has executed a separate CLA with CES.

You further represent that each of Your Contributions is Your original creation. 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.

5. Disclaimer

THE CONTRIBUTION IS PROVIDED "AS IS". MORE PARTICULARLY, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT ARE EXPRESSLY DISCLAIMED BY YOU TO US AND BY US TO YOU. TO THE EXTENT THAT ANY SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION AND EXTENT TO THE MINIMUM PERIOD AND EXTENT PERMITTED BY LAW.

6. Consequential damage waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR WE BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

7. Approximation of disclaimer and damage waiver

IF THE DISCLAIMER AND DAMAGE WAIVER MENTIONED IN SECTION 5. AND SECTION 6. CANNOT BE GIVEN LEGAL EFFECT UNDER APPLICABLE LOCAL LAW, REVIEWING COURTS SHALL APPLY LOCAL LAW THAT MOST CLOSELY APPROXIMATES AN ABSOLUTE WAIVER OF ALL CIVIL OR CONTRACTUAL LIABILITY IN CONNECTION WITH THE CONTRIBUTION.

8. Term

This Agreement shall come into effect upon Your acceptance of the terms and conditions and shall apply for the term of the copyright and patents licensed here.

If you have a right to terminate this agreement it is stated for the avoidance of doubt, that (sub)licenses that have already been granted for Contributions at the date of the termination shall remain in full force after the termination of this Agreement.

9. Miscellaneous

This Agreement and all disputes, claims, actions, suits or other proceedings arising out of this agreement or relating in any way to it shall be governed by the laws of Germany excluding its private international law provisions. This does not affect your rights which cannot be waived under the relevant laws.

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

In case of Your death, this agreement shall continue with Your heirs. In case of more than one heir, all heirs must exercise their rights through a commonly authorized person.

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 that 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.

This CLA in its unchanged versions comes into effect with your signature. You waive the obligation for delivering to you any form of acceptance by us.

Signature: _____ Date: _____