



# Contributors Agreement

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# Preamble

Each Project to which You contribute will be licensed under a specific open-source license (e.g., AGPL-3.0, MIT, Apache 2.0, etc.) ("Project License"). The Project License already grants the public extensive rights of use for that Project.

The purpose of this additional Agreement (CLA) is to grant tiq, as the original rights holder or administrator of the respective Project, the necessary rights to:

- a) ensure the long-term development and continuation of each Project under its applicable Project License,
- b) flexibly manage, integrate, and further develop the Contributions within the respective Project,
- c) license or distribute the respective Project or parts thereof (including Your Contributions) also under other license terms, including commercial or proprietary licenses (relicensing), in order to support and finance the development and maintenance of tiq's open-source projects.

This Agreement does not supersede the licensing of Your Contribution under the applicable Project License within the specific Project to which it was contributed, but exists in parallel to it and grants tiq additional, exclusive rights for 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 tiq. 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 any original work of authorship, including any modifications or additions to an existing work, that is intentionally submitted by You to tiq for inclusion in, or documentation of, any of the products or projects managed or owned by tiq (each a "Work" or "Project"). For the purposes of this definition, "submitted" means any form of electronic, verbal, or written communication sent to tiq or its representatives, including but not limited to communication on electronic mailing lists, source code control systems (e.g., Pull Requests on GitHub), and issue tracking systems that are managed by, or on behalf of, tiq for the purpose of discussing and improving a Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as "Not a Contribution."
- **"Author":** The creator of the Contribution within the meaning of the German Copyright Act (UrhG).

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You agree that Your Contributions will be modified, adapted, combined with other software, corrected, and further developed in the course of usual software development and maintenance and for integration into current and future products of tiq or third parties, and You grant Your consent thereto within the meaning of § 14 UrhG. tiq will give due consideration to Your legitimate intellectual or personal interests in the Work.

### **3. Grant of Usage Rights for Unknown Types of Use**

To the extent legally permissible and in compliance with the formal requirements of § 31a UrhG, You also grant tiq the exclusive rights of use for such types of use that are not yet known at the time this Agreement is concluded. You are aware that § 31a UrhG imposes special requirements for the grant of rights for unknown types of use (in particular, written form for the exclusive grant to a specific licensee and a right of revocation). Upon request, You will assist tiq in complying with any formal requirements. Your right of revocation pursuant to § 31a Para. 1 Sentences 4 and 5 UrhG is not affected by this Agreement.

### **4. Grant of Patent License**

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### **5. Your Representations**

You represent that:

- a. You are legally entitled to grant the above licenses.
- b. 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 tiq, or that Your employer has executed a separate Corporate CLA with tiq.
- c. Each of Your Contributions is Your original creation (see section 8 for submissions on behalf of others).
- d. 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.
- e. Your Contribution does not infringe any third-party rights (in particular, copyrights, patent rights, trademark rights, personal rights) and does not contain any unlawful content. You indemnify tiq against all third-party claims resulting from a breach of this representation, unless You are not responsible for the infringement.

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## **7. No Remuneration**

You acknowledge and agree that the grant of rights under this Agreement is free of charge. You acknowledge that Your motivation for making the Contribution lies in participating in the development of open-source Projects, the ability to use the software (also under the respective Project License), building reputation, and the potential benefit from the further development of the Projects by tiq and others. You are aware of the non-applicability of §§ 32 et seq. UrhG to computer programs (§ 69a Para. 5 UrhG).

## **8. Submissions on Behalf of Others**

Should You wish to submit work that is not Your original creation, You may submit it to tiq 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]".

## **9. Duty of Notification**

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

## **10. Acceptance of the Agreement and Incorporation as General Terms and Conditions (AGB)**

This Agreement constitutes General Terms and Conditions (AGB) of tiq. It becomes effective by signing this document. With Your consent, You confirm that You have been referred to this Agreement, have had the opportunity to take note of its content in a reasonable manner, and agree to its validity. This single Agreement shall apply to all Your present and future Contributions to any and all Projects managed or owned by tiq.

## **11. Term and Termination**

This Agreement shall take effect upon Your acceptance and shall apply to all present and future Contributions submitted by You to any Project of tiq. The licenses granted under this Agreement are irrevocable and shall survive any termination of the collaboration.

## **12. Relationship to Project License**

This Agreement and the rights granted herein to tiq for Your Contributions exist in parallel to the licensing of Your Contributions and the specific Work to which they are contributed under its applicable Project License (e.g., AGPL-3.0, MIT, Apache 2.0, etc.). The rights and obligations arising for You and the general public from the applicable Project License for that Work remain unaffected by this Agreement. This Agreement grants tiq additional, exclusive rights for Your Contributions to that Work, which go beyond the rights of the Project License, in particular the right of relicensing.

## **13. Choice of Law and Jurisdiction**

This Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules of private international law. The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement shall be,

to the extent permitted by law, the registered office of tiq (currently Bielefeld, Germany).

## 14. Severability Clause

Should individual provisions of this Agreement be or become wholly or partially invalid or unenforceable, or should this Agreement contain a loophole, the validity of the remaining provisions shall not be affected thereby. In place of the invalid or unenforceable provision or to fill the loophole, an appropriate provision shall apply which, to the extent legally possible, comes closest to what the parties intended or would have intended according to the spirit and purpose of this Agreement, had they considered the point. This applies in particular to the written form requirement under § 31a UrhG regarding unknown types of use.

## 15. Entire Agreement; Amendments

This Agreement constitutes the entire agreement between You and tiq with respect to Your Contributions to all Projects and supersedes all prior or contemporaneous oral or written agreements or understandings. Amendments or additions to this Agreement must be in writing to be effective, unless they are made through a new version of this Agreement published by tiq, to which You agree for future Contributions.

## 16. Contact

Questions regarding this Agreement should be directed to: [cla@stagewise.io](mailto:cla@stagewise.io)

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## Acceptance

You accept and agree to the following terms and conditions for Your present and future Contributions that You submit to tiq for any of its Projects. Please provide Your details and confirm Your acceptance:

**Full name:** \_\_\_\_\_

*(If you do not enter a public name, your full name will be public)*

**Public name (optional):** \_\_\_\_\_

*(Your public name should not include honorifics, suffixes, or middle names)*

Check this box only if you entered names with your family name first: [ ]

**GitHub username(s):** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

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**Country:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**By signing this document, you confirm that you have read, understood, and agree to the terms of this Contributors Agreement.**

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

**Signature:** \_\_\_\_\_