

TIG Commercial License
Version 1.0, November 2023
<https://www.tig.foundation>

TERMS AND CONDITIONS CONTRIBUTIONS, USE, REPRODUCTION, AND DISTRIBUTION

1. Definitions.

"License" shall mean the terms and conditions for use, reproduction, and distribution as defined by Sections 1 through 8 of this document.

"Licensor" shall mean the copyright owner or entity authorised by the copyright owner to grant the license to the copyright in the Work.

"Licensee" shall mean [Name and address of Entity]

"Licensee Product" shall mean a product made by or for Licensee which incorporates the Work or any Derivative Work together with significant additional features and functionality contributed by Licensee.

"Source" form shall mean the preferred form for making modifications, including but not limited to software source code, documentation source, and configuration files.

"Object" form shall mean any form resulting from mechanical transformation or translation of a Source form, including but not limited to compiled object code, generated documentation, and conversions to other media types.

"Rate Card" shall mean the schedule for license fees published by TIG from time to time.

"Work" shall mean the work of authorship, whether in Source or Object form, made available under the License, as indicated by the copyright notice that is included in or attached to the work [an example is provided in the Appendix 1 below].

"Derivative Works" shall mean any work, whether in Source or Object form, that is based on (or derived from) the Work and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship.

"Term" shall mean the period commencing on the date of execution of the License by Licensee and ending twelve (12) months thereafter.

"TIG" shall mean The TIG UG, a limited company registered in Germany with a registered office at Kurfurstendamm 15, 10719 Berlin, Deutschland.

"TIG Inbound Game License" shall mean the TIG Inbound Game License v1.1 and later versions a copy of which can be obtained at <https://github.com/tig-foundation/docs>.

"TIG Commercial Licensee" shall mean an entity that has a subsisting TIG Commercial License. An entity shall only be a TIG Commercial Licensee for as long as the TIG Commercial License subsists.

"TIG Open Data License" shall mean the TIG Open Data License v1.0 and later versions a copy of which can be obtained at <https://github.com/tig-foundation/docs>.

2. Grant of Copyright License. Subject to payment of the relevant fee determined in accordance with the Rate Card, and the terms and conditions of this License, Licensor hereby grants to Licensee a limited term, revocable, worldwide, non-exclusive, royalty-free, copyright license:

Internal Use

- (i) To use, reproduce and modify the Work to prepare Derivative Works;
- (ii) To use the Work and Derivative Works for processing Licensee's own data for any purpose;

Distribution to TIG

- (iii) To distribute the Work and Derivative Works in Source or Object form to TIG under the terms of the TIG Inbound Game License;

Distribution to Third Parties

- (iv) To distribute the Work and Derivative Works in Source or Object form to any third party under the TIG Open Data License;

Distribution in Product

- (v) To distribute the Work and Derivative Works in Object form only under your own license terms as part of a Licensee Product; and

Distribution through SAAS

- (vi) To use the Work and Derivative Works for processing third party data provided to you by any TIG Commercial Licensee interacting with Licensee remotely through a computer network.

3. Grant of Patent License. Subject to payment of the relevant fee determined in accordance with the Rate Card and terms and conditions of this License, TIG hereby grants to Licensee for the Term, a revocable, worldwide, non-exclusive, patent license to make, have made, use, modify to prepare Derivative Works, offer to sell, sell, import, and otherwise transfer the Work and Derivative Works in Source or Object form under the terms of each of; **(i)** the TIG Inbound Game License; and **(ii)** the TIG Open Data License.

4. Trademarks. This License does not grant permission to use the trade names, trademarks, service marks, or product names of the Licensor, except as required for reasonable and customary use in describing the origin of the Work and reproducing the content of the NOTICE file.

5. Disclaimer of Warranty. Unless required by applicable law or agreed to in writing, Licensor provides the Work 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, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

6. Limitation of Liability. In no event and under no legal theory, whether in tort (including negligence), contract, or otherwise, unless required by applicable law (such as deliberate and grossly negligent acts) or agreed to in writing, shall TIG or Licensor be liable to Licensee for damages, including any direct, indirect, special, incidental, or consequential damages of any character arising as a result of this License or out of the use or inability to use the Work (including but not limited to damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses), even if TIG or Licensor, as the case may be, has been advised of the possibility of such damages.

7. Assignment. Licensee may not assign or otherwise transfer this License and its rights and obligations hereunder, in whole or in part, by operation

of law or otherwise, without the written consent of TIG. In the case of any permitted assignment or transfer of or under this License, this Licensee or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto.

8. Term and Termination. Except as provided below, this License shall continue in force for the Term unless terminated earlier in accordance with the provisions of this Section 8. Without prejudice to any other rights, TIG may terminate this License at any time if Licensee fails to comply with any of the terms of the License. Upon termination of this License, the license granted hereunder will terminate and you must stop all use of the Work and you must delete all copies of Work.

END OF TERMS AND CONDITIONS