

Contributor License Agreement



Contributor License Agreement

Between

Full name:
Github username:
E-Mail address:

and

Creoox AG
Landstrasse 40
9495 Triesen
Liechtenstein

In order to clarify the intellectual property license granted with Contributions from any person or entity, Creoox ("We" or "Us") must have a Contributor License Agreement ("Agreement" or "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 Us; it does not change Your rights to use Your own Contributions for any other purpose.

If you are not authorized as set forth above, do not complete the electronic signing process or contribute your code and instead have a person authorized to sign for and bind the copyright owner of the Contribution complete the acceptance process.

If the copyright owner or the person authorized by the copyright owner to enter into this Agreement is an entity (corporation, partnership or otherwise), the individual entering into this CLA must be authorized to sign for and bind such entity.

The rights that you grant to us under these terms are effective on the date you first submitted a Contribution to us, even if your submission took place before the date you agreed to these terms and conditions.

You accept and agree to the following terms and conditions for Your present and future Contributions submitted to Us. Except for the license granted herein to Us, 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 Us. 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.

Contributor License Agreement



"**Contribution**" shall mean any original work of authorship, including any modifications or additions to an existing work, that is (or has been before the date of this Agreement) intentionally submitted by You to Us 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 Us or our 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, Us 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 Us and to recipients of software distributed by Us a perpetual, worldwide, transferrable, non-exclusive, no-charge, royalty-free, irrevocable copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contributions and such derivative works.
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 Us a perpetual, worldwide, transferable, non-exclusive, no-charge, royalty-free, irrevocable (except as stated in this section) patent license 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) was 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. You represent and warrant that You are legally entitled to grant the above license. 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 Us, or that Your employer has executed a separate Corporate CLA with Us.
5. You represent that each of Your Contributions is Your original creation (see section 4 for submissions in which your employer has rights). 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.
6. 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

Contributor License Agreement



limitation, any warranties or conditions of TITLE, NON-INFRINGEMENT, MERCHANTABILITY, or FITNESS FOR A PARTICULAR PURPOSE.

7. You agree to notify Us of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.
8. 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.
9. This agreement is made subject to the laws of the Republic of Poland. The place of jurisdiction is Cracow.

Triesen, 22/04/2024
Creoox AG
