

---

Thank you for your interest in the digitalSTROM.org Association. In order to clarify the intellectual property license granted with Contributions from any person or entity, the Association must have a Contributor Agreement that has been accepted by each Contributor, indicating agreement to the terms below. This Contributor Agreement is for your protection as a Contributor as well as the protection of the Association and its users; it does not change your rights to use your own Contributions for any other purpose.

Please read this document carefully before accepting and keep a copy for your records.

These terms apply to your contribution of materials ("Contribution", as further defined below) to a product or project owned or managed by us ("Project"), and set out the intellectual property rights You grant to us (DigitalStrom.org Association, a not for profit association registered in Zurich, Switzerland, hereinafter referred to as "We" or "Us") in the contributed materials.

You accept and agree to the following terms for Your present and future Contributions submitted to Us. In return, We shall not use Your Contributions in a way that is contrary to the public benefit or inconsistent with our nonprofit status and bylaws in effect at the time of the Contribution.

"You" are the person making the Contribution. If your Contribution is made on behalf of a company, the term "You" also means the company You identify below. By selecting the checkbox in the registration form You agree to be bound by these terms.

1. The term "Contribution" means any source code, object code, patch, tool, sample, graphic, specification, manual, documentation, or any other material(s) posted or submitted by You to a Project.
2. With respect to any worldwide copyrights, or copyright applications and registrations, in your Contribution:
  - a) You hereby assign to Us joint ownership, and to the extent that such assignment is or becomes invalid, ineffective or unenforceable, You hereby grant to us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free, unrestricted license to exercise all rights under those copyrights. This includes, at the option of Us, the right to license or sublicense these same rights to third parties through multiple levels of sublicensees or other licensing arrangements, as set out in Clause 4;
  - b) You agree that each of us, You and Us, can do all things in relation to your Contribution as if each of us were the sole owners, and if one of us makes a derivative work of your Contribution, the one who makes the derivative work (or has it made) will be the sole owner of that derivative work;

---

**digitalSTROM.org**

BRANDSTRASSE 33  
8952 SCHLIEREN-ZÜRICH / SWITZERLAND

WWW.DIGITALSTROM.ORG

- c) You agree that You will not assert any moral rights in your Contribution against Us, our licensees or sublicensees;
  - d) You agree that We may register a copyright in your Contribution on our behalf and that We may alone exercise all ownership rights associated with it; and
  - e) You agree that neither of us has any duty to consult with, obtain the consent of, pay or render an accounting to the other for any use or distribution of your Contribution.
3. With respect to any patents You own, or that You can license without payment to any third party, You hereby grant to Us a perpetual, irrevocable, non-exclusive, worldwide, no-charge, royalty-free license to:
  - a) make, have made, use, sell, offer to sell, import, and otherwise transfer your Contribution in whole or in part, alone or in combination with or included in any product, work or materials (i) arising out of the Project or (ii) made by our licensees or by sublicensees under the terms of the GNU General Public License Version 3 or, if applicable, any later version thereof; and
  - b) at our option, to sublicense these same rights to third parties through multiple levels of sublicenses or other licensing arrangements, as set out in Clause 4.
4. You agree that we may make available any Contribution under any license. Any Contribution We make available will also be made available under the GNU General Public License Version 3, or at the discretion of Us, under the terms of any later version thereof.
5. Except as set out above, You keep all right, title, and interest in your Contribution. 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 sign these terms.
6. With respect to your Contribution, You represent that:
  - a) it is an original work and that You can legally grant the rights set out in these terms;
  - b) it does not to the best of your knowledge violate any third party's copyrights, trademarks, patents, or other intellectual property rights; and
  - c) You are authorized to sign this contract on behalf of your company (if identified below).
7. You are not expected to provide support for Your Contribution(s), 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 SUBMIT YOUR CONTRIBUTIONS 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.**
8. These terms will be governed by the laws of Switzerland. Any choice of law rules will not apply.
9. The parties to this Contributor Agreement irrevocably submit to the jurisdiction of the courts of Switzerland, Kanton of Zurich and further agree to commence any litigation which may arise hereunder in the state court (Handelsgericht) located in Zurich, Switzerland.
10. You agree to notify the Foundation of any facts or circumstances of which you become aware that would make these representations inaccurate in any respect.

---

**digitalSTROM.org**

BRANDSTRASSE 33  
8952 SCHLIEREN-ZÜRICH / SWITZERLAND

WWW.DIGITALSTROM.ORG