

Crossbar.io Entity Contributor Assignment Agreement

Thank you for your interest in contributing to the Crossbar.io open source project, which is maintained by Tavendo GmbH ("We" or "Us").

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1. Definitions

"You" means any Legal Entity on behalf of whom a Contribution has been received by Us. **"Legal Entity"** means an entity which is not a natural person.

"Affiliates" means other Legal Entities that control, are controlled by, or under common control with that Legal Entity. For the purposes of this definition, "control" means (i) the power, direct or indirect, to cause the direction or management of such Legal Entity, whether by contract or otherwise, (ii) ownership of fifty percent (50%) or more of the outstanding shares or securities which vote to elect the management or other persons who direct such Legal Entity or (iii) beneficial ownership of such entity.

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"Submission Date" means the date on which You Submit a Contribution to Us.

"Effective Date" means the date You execute this Agreement or the date You first Submit a Contribution to Us, whichever is earlier.

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3. Agreement

You confirm that:

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5. Consequential Damage Waiver

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU 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.

6. Miscellaneous

6.1 This Agreement will be governed by and construed in accordance with the laws of the United States of America excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

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

6.3 If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

6.4 The failure of either party to require performance by the other party of any provision of this Agreement in one situation shall not affect the right of a party to require such performance at any time in the future. A waiver of performance under a provision in one situation shall not be considered a waiver of the performance of the provision in the future or a waiver of the provision in its entirety.

6.5 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 which 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.

You

Name: _____

Address: _____

Signature: _____

Us

Tavendo GmbH, Am Weiherbach 13, 91074
Herzogenaurach, Germany

_____ (Tobias Oberstein
[CEO])

based on Harmony (HA-CLA-I-ANY) Version 1.0

What to do with this document:

- Fill in the required information that identifies you and sign the CAA.
- Scan the signed document or take a good quality photo (the usual smartphone camera quality should be enough).
- Email the scan to service@tavendo.de with the subject line "Crossbar.io project contributor assignment agreement"

You only need to do this once – all future contributions are covered.

What does this agreement mean?

The basics are:

- We get full rights to your contribution.
- We assign you back as many rights as possible. This means that you retain the possibility to use your contribution outside of the project.
- If we add your contribution to the project, we agree to distribute it under the license which applied at the time you submitted your contribution (i.e. AGPL 3.0 at the time of writing).

This document closely follows a template established by the [Harmony project](#).

Contributor agreements are required by almost all open source projects which are non-trivial in scope.

Why do we need this agreement?

Without this agreement, you issue a license to your code to anybody who uses the project as is, i.e. under the current license. This means that the legal relationship which is established is between you and users of the project – but not with us as the project maintainers.

This brings two problems with it:

- In case of license violations by others, there is no central copyright holder to sue. You, or any user who has contributed, may do so, but it complicates things, and who can sue depends very much on the nature of the violation. For example, if somebody took part of the code and integrated it into a project with a different license, only the authors who contributed to that part could sue. With the assignment, we can sue on behalf of the project.
- License changes would in the majority of cases require that all contributors to the project, across the entire project history, give their explicit, written consent to the change.

This makes license changes pretty much impossible. If you're interested, the case of re-licensing VLC from the GPL to the LGPL is a good case study. (<http://lwn.net/Articles/525718/>)

The license agreement also gives us the right to license the code commercially. This dual-licensing model was e.g. used by MySQL.

This gives us is the possibility to benefit financially from the project which we started and maintain

It does not take away any rights of open-source users of the project.

The code is and remains available under the open source license applicable at the time of contribution. This open source license (the AGPL v3 at the time of writing) is not modified or limited in any way by the possibility of parallel licensing under a different license.

So the dual license does not affect you as an open source user – but without the possibility for dual licensing, we would not have released Crossbar.io as open source.