Contributor Agreement

By and between

Zarafa B.V, represented by its managing director Brian Joseph, Elektronicaweg 20, 2628 XG Delft, The Netherlands,

- hereinafter referred to as „Zarafa" -

and

[developer or organization for its employees, name, address]

- hereinafter referred to as „Developer"-.

Recitals

WHEREAS, Zarafa is a software company which develops, delivers and support standard software.

WHEREAS, the software "Zarafa Groupware Server" ís a collaboration, communication so called groupware solution.

WHEREAS, the Developer wants to contribute to the software developments initiated and administrated by Zarafa. In order to aggregate the rights of the developments in one single hand and to enable Zarafa to relicense the Software under different or additional Open Source-Licenses and/or under a proprietary license, Zarafa acquires the rights in all contributions to the software developments.

Now, THEREFORE, the parties hereby agree as follows:

1   Definitions

- ▪ "Contribution" means any modification of the Software or derivative work made by Developer or any independent program intended to run with the Software;
- ▪ "Derivative Work" means any extension, shortening and/or alteration of the Software;
- ▪ "Developer" means the developer who signed this Agreement or the organization that is employing the developer, respectively;

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- "Distribution" means any form of distribution to the public by sale or otherwise, including rental;
- "Proprietary" means any use of the Software under terms and conditions that are not corresponding to the Free Software Definition or the Open Source Definition, i.e. that the license fees have to be paid and/or that the use of the Software is restricted;
- "Software" means the Zarafa Groupware Server.

2 Subject Matter of the Agreement

Developer is participating in the software development of the Software. Through this Agreement, Developer grants to Zarafa comprehensive rights and licenses in the software that Developer has contributed by emailing it to Zarafa or by uploading it into a sourcecode repository of Zarafa. Whenever Developer provides Software via via email or the contribution system, Developer agrees to license the rights in that program according to this Agreement.

3 Grant of Rights

3.1 Developer grants to Zarafa the exclusive non-revocable worldwide and perpetual right
- to publish the Contribution,
- to modify the Contribution, to prepare derivative works based upon or containing the Contribution and to combine the Contribution with other software code,
- to reproduce the Contribution,
- to distribute copies of the Contribution in modified or unmodified form,
- to make the Contribution available to the public in modified or unmodified form.

The grant of rights covers all kind of intellectual or industrial property Developer acquires in the Contribution.

3.2 Zarafa shall be entitled to transfer the rights and licenses as set forth in Section 3.1 to third parties as long as such third parties assume the obligations of Zarafa as set forth in this Agreement.

3.3 Zarafa shall be entitled to grant non-exclusive licenses or sublicenses to third parties; the licenses may be proprietary or free.

4 Compensation

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Developer delivers the Contribution and grants the rights and licenses in the Contribution free of charge and without any royalties.

5 Obligations of Zarafa

5.1 If Zarafa decides to publish the Contribution, the Contribution shall in any case be licensed under the terms and conditions of the GNU Affero General Public License (AGPL), version 3 or any later version, the latter at Zarafa's discretion. Zarafa shall publish the Contribution on the website of Zarafa and make it available to the public there.

5.2 In case Zarafa does not publish the Contribution within three (3) months after the Developer has transmitted the Contribution to Zarafa on the website of Zarafa, Developer developer may claim back all rights and licenses granted to Zarafa under Section 3 of this Agreement. Zarafa shall declare to Developer within two (2) weeks if it wants to publish the Contribution or if it wants to retransfer the rights and licenses granted to Zarafa.

5.3 Zarafa shall respect the moral rights of the Developer. Therefore Zarafa will refer to the Developer's name or pseudonym within the source code available on the website of Zarafa.

6 Warranty

6.1 Developer warrants and represents that it is the only and exclusive owner of rights in the Contribution and that Developer is entitled to grant the rights and licenses as under this Agreement. Developer further warrants and represents that he has not granted any exclusive license to any third party regarding the Contribution and the rights and licenses granted under this Agreement. In case Developer has developed the Contribution within the scope of his employment or an order, he is to ensure that both employer and employee, principal and agent, sign this Agreement before the Contribution is transmitted to Zarafa.

6.2 All other warranties are specifically excluded. Developer provides the Contribution on an "as is" basis, without any warranty of the usability, usefulness or merchantability, and of fitness for a particular purpose.

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7   Liability

7.1   Claims for damages and claims for compensation against Developer shall be excluded irrespective of their legal basis, unless the damage was caused wilfully. This restriction does not apply to liability that regards claims for damages arising out of guarantees given under this Agreement.

7.2   Claims for damages and claims for compensation against Zarafa shall be excluded irrespective of their legal basis, unless the damage was caused wilfully.

8   Term

8.1   This Agreement shall come into effect upon signature of both parties.

8.2   Both parties shall have the right to terminate the Agreement in written form for important reasons. It is deemed as an important reason if the terminating party, taking into consideration all circumstances of the individual case and appreciating both parties' respective interests, cannot be expected to continue the contractual relationship until this Agreements ends or is terminated under a regular period of notice. Where the important reason consists of a violation of a contractual obligation, the termination is generally only possible after setting a time-limit for a rectification or remedy regarding the violation and after such time-limit has expired to no avail. The party entitled to terminate the Agreement can only do so within a reasonable period of time after it has taken cognisance of the important reason.

8.3   Otherwise, this Agreement may not be terminated by Developer except if Zarafa does not publish the Contribution as set forth in Section 5.1 of this Agreement. The notice of termination must be provided to Zarafa in written form.

8.4   In the event of a termination of this Agreement, Sections 6, 7, 9 and 10 shall survive such termination and shall remain in full force thereafter.

9   Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, specifically excluding the application of principles of conflict of laws.

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10   Court of Jurisdiction

All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Düsseldorf, Germany.

11   General Provisions

11.1   The terms and conditions of this Agreement constitute the entire Agreement between the parties with respect to the subject matter hereof and supersede all prior understandings and Agreements relating to the subject matter of this Agreement.

11.2   No amendment to this Agreement shall be valid, unless made in writing and signed by all of the parties hereto.

11.3   If any term or provision of this Agreement is construed to be or adjudged invalid, void or unenforceable, the remaining terms and provisions will remain in full force and effect. The invalid term or provision will be modified in such manner as to cause this Agreement to be valid and enforceable while preserving to the maximum extent possible the terms, conditions and benefits as negotiated by the parties; the same shall be done in case of a gap.

11.4   No failure or delay by either party in exercising any right or remedy under this Agreement shall operate as or be deemed to be a waiver of any such right or remedy.

Developer

Signature: _____
Name:
Date:

Zarafa

Signature: _____
Name:
Date:

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