# **Contributor License Agreement**

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This contributor licence agreement (the "**Agreement**") sets up the rights granted by contributors to the Project. This is a legally binding document, so please read it carefully before submitting.

Under this Agreement you are authorised to download the Software, amend its Source Code and contribute into the Project through the Github pull request. After our acceptation of your pull request your contribution into the Software's Source Code can be added into the Project.

Please note that we might decide not to use or add your contribution into the Project. Such a decision is under our own discretion.

#### 1. Definitions

# 1.1. In this Agreement

"you" or "Contributor" means a contributor such as an individual or legal entity who is entering into this Agreement.

"Copyright" means all rights protecting copyright works owned, used or controlled by you, including moral and economic rights to the Work, as appropriate, for the full term of their existence.

"Media" means your copyright work other than the Software Work (e.g. graphics, logo, text, sound, music, trademark, combined works) which is contributed into the Project.

"Software Work" means your copyright work - software, including its Source Code which is contributed into the Project.

"Source Code" means a source code (i.e., human readable) form of a software to which it relates, in the programming language in which a software was written including all its related existing parts and documentation.

"Work" means jointly the Media and the Software Work.

### 2. Licence

- 2.1. You retain ownership of the Copyright to your Work and have the same rights to use the Work as we have (including, in particular but not limited to, access to other open-source projects which we use).
- 2.2. You hereby grant us the right to use the contributed Work in the unlimited extent permitted by law and under the scope and terms set out in this Agreement ("**Licence**").
- 2.3. Licence is granted as perpetual, worldwide, non-exclusive, transferable, royalty-free, irrevocable licence to use the Work, with the right to assign the Licence, sublicense such rights through multiple tiers of sublicensees, to reproduce, modify, display, perform and distribute the Work within the Project or elsewhere.
- 2.4. We are entitled to use the Work jointly with other copyright works, to make any adaptations, upgrades, reparations, alterations or variations of the Work, merge the Work with another copyright works or include the Work into collected work upon our sole discretion.
- 2.5. By the contribution of your Software Work into the Project you explicitly grant us an access to the Source Code of your Software Work. We have the right to make any adaptations, upgrades, reparations, alterations or variations upon its sole discretion to the Software Work's Source Code.
- 2.6. You agree, to the maximum extent permitted by law, not to assert any moral rights of the Work against us or our successors in interest, or any of our licensees, either direct or indirect.
- 2.7. You acknowledge that we are not obliged to use the Work as part of the Project and may decide to include any part of the Work we consider appropriate.

### 3. Your warranties and liability

#### 3.1. You confirm that

- a) you have the legal capacity to enter into this Agreement;
- you hold unlimited economic rights to the Work and you are the sole holder or authorised user of the Copyright covering the Work which are required to grant the rights under Section 2;
- c) by granting us the Licence you do not violate any rights of the third parties.
- 3.2. You are liable for any unauthorised use of any external code or third party's copyright or any infringement of any third party's rights by or in connection with the Work.
- 3.3. You undertake to indemnify us against any claim from third party in relation to ownership or any infringement action that may be initiated against us towards the use of the Work licensed under this Agreement.

### 4. Disclaimer

- 4.1. Except for the express warranties in Section 3, the contributed Work is provided "as is". More particularly, all express or implied warranties including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, and non-infringement are expressly disclaimed by you to us and by us to you.
- 4.2. If the above-mentioned disclaimer cannot be enforceable in view of its terms, the competent court should assess the circumstances of the individual case and reasonably apply their national legislation, unless the warranties or liability is accompanied by charging copies of the Project.

## 5. Miscellaneous

- 5.1. This Agreement is governed by Czech law. All disputes arising out of or in connection with this Agreement will be finally settled by the competent courts in Czech Republic.
- 5.2. If any provision of this Agreement is or becomes invalid or unenforceable, that shall not affect the validity and enforceability of any other provision of this Agreement.

5.3.	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.  On		
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