Open eCard Contribution Agreement
Version 1.0

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## 1.	PURPOSE OF THE AGREEMENT

Licensor wishes to participate in the development of the Open eCard Software Products (as defined below). Licensor accepts and agrees to the following terms and conditions for Licensor's present and future Contributions (as defined below) submitted to ecsec. If the Licensor is a legal entity it also lists the designated employees, which may provide Contributions on behalf of the Licensor. Periodically, ecsec may update the terms of this Agreement. In such cases, ecsec will request that Licensor accepts and agrees to the new terms and conditions for Contributions Licensor submits to ecsec. If Licensor does not agree to such new terms and conditions, ecsec will not accept Contributions from Licensor.

In return, ecsec shall not use Licensor's Contributions except as set forth in this Agreement and ensure that any contribution is made available as Open Source Software.

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5.   MISCELLANEOUS
5.1   No Waiver

Neither failure to exercise, nor any delay in exercising by either party, any right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further exercise thereof or the exercise of any other right or remedy.

5.2   Partial Invalidity

If any term and/or condition of this Agreement is or becomes invalid or unenforceable, the validity or enforceability of any other term and/or condition of this Agreement shall not be affected and such invalid or unenforceable term and/or condition shall be enforced to the maximum extent permitted by law and completed by a valid interpretation of such term and/or condition, which to the extent possible achieves the original purpose of the invalid or unenforceable term and/or condition.

5.3   Voluntary Contribution

Any contribution made or will be made under this Agreement is voluntary. This Agreement shall not construe any obligation for the Licensor to make any contribution at all. However, this Agreement shall be applicable for any further contribution to the project as defined above as long as Licensor not demands any other terms and conditions.

6.   APPLICABLE LAW AND DISPUTE RESOLUTION
6.1   Applicable Law

The governing law of this Agreement shall be the substantive laws of Germany. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

6.2   Dispute Resolution

Any dispute arising out of or in connection with this Agreement including without limitation any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the Nuremberg Chamber of Commerce and Industry. The arbitration tribunal shall consist of one (1), or if either party so requires, of three (3) arbitrators. The seat, or legal place, of arbitration shall be Nuremberg, Germany. The language to be used in the arbitral proceedings shall be German or English.

Licensor:

Name: _____

Contact Person[1]: _____

E-Mail: _____

User-Name[2]: _____

Address _____

Phone _____

Please Sign _____   Date _____

Contributors[1]:

E-Mail: _____ User-Name[2]: _____

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1 Required, if Licensor is legal entity.
2 User-Name at http://dev.openecard.org.