

PARTICIPATION AGREEMENT

Between

SPRIND GmbH

Lagerhofstr. 4, 04103 Leipzig, Germany

- hereinafter referred to as "SPRIND" -.

and

[...]

- hereinafter referred to as "Participant" -

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PREAMBLE

The Sovereign Tech Fund is hosting a challenge to encourage active contribution to open source infrastructure. Under the thematic focus "Contribute Back", developers, contributors and maintainers are encouraged to contribute to the open source projects on which they depend for their work. The goal of the Challenge is to strengthen the open source ecosystem by making important and helpful improvements and maintenance work, and by encouraging active participation in open source.

In three challenges, participants can work on contributing back to open source for up to eight months with a budget of up to € 300,000 for each round.

Many more people use open source software every day than contribute to it. It's time to give back and invest in this ecosystem, to increase its security and sustainability and to create a digital world that we collectively shape.

The Sovereign Tech Fund invests in open digital infrastructure. For us, this means fundamental technologies that enable the creation of other software. These components – like libraries and open standards – are openly accessible, trustworthy and can be used freely. Open digital infrastructure is critical for innovation and competitiveness, and it also provides the foundation for widespread digitalization.

The participant has successfully applied to participate in the Challenge ("Contest"). The basis of his/her participation is the following participation agreement:

PART 1: PARTICIPATION IN THE COMPETITION

§ 1 PARTICIPATION

(1) The participant will take part in a so-called pre-commercial commissioning competition (hereinafter referred to as "competition") organized by SPRIND in accordance with this participation agreement. The competition is divided into three separate challenges, which are carried out independently of each other. This participation agreement refers to the following Challenge:

- Improve FOSS Developer Tooling Challenge
- Securing FOSS Software Production
- FOSS Infrastructure Documentation Challenge

(2) The competition was preceded by a search for solutions based on a call for tenders dated 06.06.2023. The related tender documents are the legally binding basis of this participation agreement. The participant undertakes to implement the solution described in Annex A in accordance with this participation agreement.

§ 2 PROCEDURE AND PRINCIPLES OF THE COMPETITION

(1) The competition is divided into two stages:

- First stage

In the first stage, the Competitor:s further develop their solution approach. The goal is to plan and begin implementing appropriate steps that will help advance the solution approach.

The first stage begins on 01.09.2023 and ends on 31.12.2023.

The maximum order amount for this stage is € 300,000.00 plus VAT.

The first stage is expected to be attended by maximum 10 competitors will take part in the first stage. However, the jury may vary the maximum number of competitors. The minimum requirement for an invitation to the first stage is a score of at least 15 points. If more than 10 competitors reach the minimum number of points, the jury will decide on the basis of a ranking of the proposed solutions using the criteria according to the description of the procedure. In this case the 10 best placed competitors will be invited to the first stage.

- Second stage

In the second stage, practical implementation is to be driven forward on the basis of the findings obtained in the first round. Planned steps are to be implemented to advance the solution approach.

The second stage is expected to take place from 01.12 .2024 to 30.04.2024.

In the second stage, a maximum of 10 competitors are expected to take part. However, the jury may vary the maximum number of competitors. The minimum requirement for an invitation to the second stage is a score of at least 10 points. If more than 10 competitors reach the minimum score, the jury will decide on the basis of a ranking of the proposed solutions using the criteria according to the procedure description: Selection Criteria. In this case, the 10 best-ranked competitors will be invited to the second stage.

(2) With the jury decision the participant has been invited to participate in the first stage. By signing this agreement, he/she declares to participate in accordance with this agreement.

(3) Neither on the basis of participation in the first stage nor on the basis of this participation agreement does the participant have a right to be admitted to the second stage of the competition. Furthermore, the participant has no right to demand that the second stage be carried out. The jury appointed by SPRIND will decide whether it is appropriate to hold the second stage on the basis of the competition entries submitted. SPRIND will not hold the competition as such or the second stage in particular if

- the minimum number of participants is not reached;
- the SPRIND does not have sufficient funds to adequately carry out the second stage due to budgetary or other financial reasons;
- with a previous result of a participant the goal of the competition has been achieved or the development is already so far advanced that further implementation no longer constitutes research and development funding.

(4) If SPRIND decides to conduct the second stage, the participants selected by the jury will be invited to participate in the second stage. In this case, SPRIND and the participant will agree in writing on participation in the second stage. If selected, the participant is free to participate in the second stage. SPRIND is free to propose changes to the provisions of this contract for the second stage of the competition. If the Contestant is selected and agrees to participate in the second stage, this Agreement shall apply to the second stage, subject to future modifications. Part of the second stage may include negotiations between SPRIND and the Participants. SPRIND will evaluate the submitted solutions from the first stage based on the criteria according to the procedure description. Before the start of the second stage, SPRIND can start negotiations with the aim of improving the solutions. Part of the negotiations can be the entire content of the solution approaches with the exception of any minimum requirements and evaluation criteria. The participants then have the opportunity to adapt their solutions according to the outcome of the negotiations in the second stage.

§ 3 REMUNERATION OF THE PARTICIPANT

(1) The participant shall receive remuneration in accordance with his/her offer - or in accordance with his/her applications for the second stage of the Challenge - plus value-added tax, if applicable. The remuneration covers all costs necessary for the performance of the service. Subsequent changes cannot be agreed. The calculation risk is borne by the participant.

(2) At the beginning of the first stage, the participant will receive 50% of the remuneration for the first stage. The other 50% of this stage will be paid in two equal installments two and three months after the start of the competition. The participant may indicate a different payment schedule with his/her offer or application for the first stage, if this is justified for objective and demonstrable reasons.

(3) For the second stage, the participant shall be paid in advance in two equal installments in the event of his/her participation. Corresponding invoices are to be sent by the participant to buchhaltung@sprind.org. The first installment is paid at the beginning of the second stage, the other installments after three months. The participant may indicate a different payment schedule with his/her offer or application for the second stage if this is justified for factual and demonstrable reasons.

(4) If the participant wishes to deviate significantly from the imputed basis for his/her remuneration submitted with his/her application, he/she must notify SPRIND in advance. Corresponding invoices are to be sent by the participant to buchhaltung@sprind.org. In compliance with the principle of equal treatment, SPRIND may deviate from the above payment schedules in favor of the participant and arrange for payments to the participant to be made earlier on the basis of credit notes if there is an objective reason for the deviation.

(5) SPRIND reserves the right to set a price ceiling for the second stage of the competition.

(6) The participant undertakes to use all support granted by SPRIND on the basis of this challenge exclusively within the scope of this challenge (earmarking) and to provide proof of this to SPRIND upon request. In particular, it is not permitted to use support services granted by SPRIND or third parties on the basis of another challenge for the purposes of this challenge without the prior written consent of SPRIND (exclusion of double support).

§ 4 INTELLECTUAL PROPERTY

The participant shall release the results under the same open-source license agreement under which the OSC was published at the time of conclusion of the agreement. The participant agrees not to change the open source license under which the OSC is released during the term of this contract.

PART 2: COMPETITION GOALS AND LEVELS

§ 5 COMPETITION OBJECTIVE

The aim of the competition is

- The Improve FOSS Developer Tooling Challenge is designed to challenge participants to identify and address pain points in the development workflow for Free and Open Source Software (FOSS) projects. The goal of the challenge is to improve the use of time and quality of life for FOSS developers by developing or improving on existing developer tools. Software development is a complex process that requires a wide range of tools and technologies, and

there are often pain points in the development workflow that can slow down development and reduce productivity. The challenge aims to encourage participants to develop and improve upon the solutions that can help to address these pain points and improve the overall development workflow for FOSS projects.

The Securing FOSS Software Production Challenge focuses on securing the entire production of FOSS, from source code to binary distribution. In recent years, there has been an increase in security breaches targeting highly used and depended-upon FOSS infrastructure. These vulnerabilities have had serious consequences for the developers, for dependent software projects, and for the software users, resulting data loss, financial loss, and damage to the reputations of those affected. The goal of this challenge is to enable developers to collaborate securely, share their work, and reuse software at every stage of the development lifecycle. To do this, dependencies must be known and vulnerabilities must be fixed quickly before they can be exploited.

The FOSS Infrastructure Documentation Challenge is designed to challenge participants to create comprehensive documentation for one of the most critical and highly relied upon FOSS infrastructure projects. The goal of this challenge is to make the project more accessible to new users and contributors by providing clear documentation and information. Documentation is an essential part of any software project, and even more for FOSS projects, as it can be a significant barrier to entry for new users and contributors if it is not well-written and organized. Participants in this challenge will be encouraged to improve on documentation for a FOSS Infrastructure project of their choosing, and ensure that it is clear, concise, up to date, and accurate.

§ 6 REPORTS ON THE INDIVIDUAL STAGES

- (1) At the end of each stage, a report on the completed stage must be submitted. Concrete specifications for the Structure of the report (scope and content) will be announced by SPRIND in due time.
- (2) The structure and content of the report for the first stage are independent of whether the participant decides to apply for the second stage.
- (3) The report must be submitted to SPRIND in digital form two weeks before the end of the respective stage. SPRIND will provide the participant with further formal and content requirements and templates for the report in due time.

§ 7 SELECTION FOR THE SECOND STAGE

- (1) If the participant decides to apply for the second stage of the competition, the following must be attached to the report for the previous stage:
 - a detailed work plan and indication of a project-specific target for the second stage,
 - the explanation if and how the team composition has changed or will change,

- a price offer for the second stage.

(2) The selection will be made on the basis of the selection criteria and procedures communicated with the announcement of the competition. SPRIND will communicate detailed specifications for the application to the second stage to the participant(s) in due time.

PART 3: RIGHTS AND OBLIGATIONS DURING PARTICIPATION

§ 8 COOPERATION

(1) The participant agrees to cooperate with SPRIND, in particular with the designated challenge manager.

(2) The participant agrees to provide information regarding the progress of the project upon request by SPRIND within a reasonable amount of time during the term of the contract.

§ 9 TERMINATION BY THE PARTICIPANT DURING A STAGE

If the participant does not complete a stage of the competition or does not participate or does not continue to participate in it, although he/she has submitted the relevant declaration, he/she must inform SPRIND of this without delay. A stage shall be deemed not to have been completed in particular if the report to be prepared in accordance with § 6 has not been submitted, has not been submitted in full or has not been submitted on time.

§ 10 CONFLICTING PROPERTY RIGHTS AND APPLICATIONS FOR PROPERTY RIGHTS

The participant shall be obliged to notify SPRIND without delay of any industrial property rights and applications for industrial property rights that conflict with the exploitation of the research and development results, insofar as these are not already listed in the offer documents. Conflicting industrial property rights and applications for industrial property rights are those of third parties that are necessary for the exploitation of the research and development results. The participant shall state the conditions under which, in his/her opinion, utilization is nevertheless likely to be possible.

PART 4: OTHER

§ 11 TERMINATION AND TERM

(1) The term of this participation agreement begins with 01.09.2023 and ends on 31.03.2024, unless the parties agree on its application for the second stage. Termination of the participation agreement for any reason shall not affect the provision of § 4 of this participation agreement. Furthermore, the participant must immediately provide SPRIND with all results, documents, data and information relating to his/her research work in the respective stage.

(2) SPRIND may terminate the contract for cause. Good cause shall be deemed to exist in particular if

- it transpires that the participant provided incorrect information in his/her application or that the conditions or requirements stipulated in the invitation to tender are not or are no longer met;
- an application is made to open insolvency proceedings against the assets of the Participant(s) or one of its/their subcontractors and this application is not withdrawn within six weeks or a provisional insolvency administrator is appointed or the opening of insolvency proceedings is ordered or its opening is rejected for lack of assets;
- in the cases of § 9 of this participation agreement;
- the participant fails to notify the organizer in accordance with § 9 and nevertheless withdraws from the competition;
- the participant fails to give notice in accordance with § 3 Para. 4 or the deviations envisaged by the participant are so substantial that it is to be feared that the objective of the respective stage cannot be achieved;
- the participant fails to fulfill his/her obligation to submit reports when requested to do so; the participant seriously or repeatedly violates any of the obligations set forth in this contract or its attachments, or fails to perform the services specified in the respective application documents without the consent of SPRIND or materially alters them without the consent of SPRIND;
- the participant(s) is/are using funding from the Federal Republic of Germany, in particular the Federal Ministry of Education and Research, outside of SPRIND for the same project and the work steps specified in his/her/their proposal(s) or application(s).

(3) If SPRIND terminates the contract for good cause, the participant shall repay the funds already received from SPRIND for the respective stage.

If the participant can prove that the services rendered in the respective stage up to the time of extraordinary termination are not worthless for SPRIND, he/she shall be entitled to the remuneration attributable to the part that is not worthless, provided that this does not exceed any remuneration customary in the market. In particular, these services are not worthless if they are used by other participants in the challenge.

§ 12 LIABILITY

SPRIND is not liable for damages of any kind to the participant or third parties arising from participation in the competition. If SPRIND is held liable for such damages, the participant shall indemnify SPRIND. Sentence 1 does not apply if SPRIND is responsible for the damage.

§ 13 WRITTEN FORM, PLACE OF JURISDICTION, CHOICE OF LAW, CONTRACTUAL LANGUAGE, SEVERABILITY CLAUSE

- (1) Amendments to this Agreement and its Annexes must be made in writing.
- (2) To the extent permitted by law, the place of jurisdiction shall be Leipzig. This contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The English version of this contract is for information purposes only and is not legally binding.
- (3) Should individual provisions of this contract be invalid or unenforceable, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effect comes closest to the economic objective of the invalid or unenforceable provision. The foregoing provision shall apply mutatis mutandis in the event that this Agreement proves to be incomplete.