

**COMMUNITY AND VERIFIED STEP DEVELOPER**  
**CONTRIBUTOR TERMS**

**IMPORTANT:**

- (1) These Contributor Terms are required for submitting a Community or a Verified Step.
- (2) You must have the authority to commit your business to these Contributor Terms.
- (3) If you do not agree or you do not have the authority to bind your business, then you cannot submit Community and Verified Steps.
- (4) If you are a member of an Open Source or other informal team, please confirm with the rest of the team that you may sign this for yourself and that it applies to the Steps you are submitting for the team.

These Contributor Terms (the “Contributor Terms”) apply to any entity who contributes a Community or Verified Step.

**BACKGROUND:**

- (1) Bitrise has established its Community and Verified Step programs for enabling third parties to provide scripts or commands that run during a Build, and/or that provide integrations to third party services during a Build;
- (2) Bitrise has established these Contributor Terms for companies who have (a) already agreed to the Bitrise ToS, and (b) desire to contribute a Community or Verified Step;
- (3) Bitrise has established the Verified Step Program for enhancing the value for both its customers and Contributors of Verified Steps; and
- (4) Contributor meets the requirements to and desires to contribute a Community or Verified Step in accordance with these Contributor Terms.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contributor agrees as follows:

1. Definitions.

- a. “Abandoned Steps” shall have the meaning assigned them in the Bitrise Abandoned Step Policy set forth in the link specified in Section 1.p. below.
- b. “Bitrise” means Bitrise Limited (a company incorporated and registered in England and Wales, with Companies House number 09594679, and whose registered office is at 483 Green Lanes London N13 4BS UK).
- c. “Bitrise Services” means the services provided from time-to-time directly by Bitrise at or via <https://www.bitrise.io>. The Bitrise Services shall not mean or include any Third Party Service or any Community Step.
- d. “Bitrise Step Library” shall mean the list of Steps at <https://github.com/bitrise-io/bitrise-steplib>, or such other web page as Bitrise may implement from time-to-time for this purpose.
- e. “Bitrise Steps” shall mean all Steps developed by and/or Abandoned Steps that Bitrise elects to maintain.

- f. “Build” means running a Bitrise Workflow.
- g. “Co-marketing activities” mean the marketing activities of Contributor facilitated by Bitrise in relation to the Community Steps, in particular, joint PR campaigns, blog posts, co-branded email campaigns, newsletter mentions, in-app messaging, social media activities, participating in webinars or (virtual) events and podcasts, publishing documentation, help center page, case study and e-book, and other co-marketing activities as determined by Bitrise from time to time.
- h. “Community Steps” shall mean all Steps developed by third parties, including, but not limited to, Verified Steps, created and maintained by Contributor for integrating to a Third Party Service.
- i. “Community Step End-User License” means the license granted by Contributor to end-users of a Verified Step which license shall be fully consistent with the MIT License (as set forth at <https://opensource.org/licenses/MIT>) and all terms and conditions of these Contributor Terms.
- j. “Community Step Programmer Documentation” means both the in-code and .pdf documentation provided by Contributor describing the coding of a Verified Step if and to the extent Bitrise requires this documentation by notice to Contributor.
- k. “Community Step User Documentation” means the documentation provided by Contributor describing the operation and use of a Verified Step for end-users if and to the extent Bitrise requires this documentation by notice to Contributor.
- l. “Contributor” and “You” means a company submitting a Community Step.
- m. “Effective Date” for any specific Contributor is the date identified in Section 6.a. below.
- n. “Intellectual Property Rights” means: (i) patents, inventions, designs, copyright and related rights, database rights, know how and confidential information, trade marks (whether registered or unregistered) and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) all other rights of a similar nature or having an equivalent effect anywhere in the world which currently exist or are recognised in the future; and (iii) all applications, extensions and renewals in relation to any such rights.
- o. “Open Source” means computer software in which the source code (and related documentation) is released under a license in which the copyright holder(s) grant users the rights to use, study, change, and distribute the software to the users and for the purposes set forth in the applicable open source license.
- p. “Policies” means any and all policies posted by Bitrise from time-to-time regarding Verified Steps, including, but not limited to, (i) <https://devcenter.bitrise.io/contributors/contributors-index/> and (ii) <https://github.com/bitrise-io/bitrise-steplib#abandoned-step-policy>
- q. “Security Incident” includes, but is not limited to, any breach of the provisions of these Contributor Terms relating to the integrity of the operation of a Verified Step, (b) the presence in a Verified Step of a Virus, (c) access to a Virus through the use of or otherwise by means of a Verified Step, and/or (c) any issue with the Verified Step that renders the functionality of the Verified Step or any portion thereof inoperative, degraded or that otherwise in any way negatively affects the ability of a user of the Verified Step.
- r. “Verified Step SLA” means the service level obligations set forth at <https://devcenter.bitrise.io/contributors/verified-steps/#service-level-agreement-for-verified-step-authors>
- s. “Step” means code created and maintained by either Bitrise or a Contributor in the Bitrise Step Library for either managing service integrations or running specific scripts or commands during a Build.
- t. “Third Party Service” means the third party service which a Community Step integrates with and to. Third Party Service does not mean or include the Bitrise Services.
- u. “ToS” means the Bitrise Terms of Service at <https://www.bitrise.io>.
- v. “Verified Step” means a Community Step wherein Contributor complies with the Verified Step provisions of these Contributor Terms, and which Community Step has been identified as a Verified Step by Bitrise in accordance such Bitrise review procedure as Bitrise may implement under the Verified Step Program.
- w. “Verified Step Program” means the Bitrise program, as implemented from time-to-time by Bitrise, regarding Verified Steps.
- x. “Virus” means any malicious thing or device (including any software, code, file or programme), including, but not limited to, anything which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including

the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); (iii) have the effect of leaking classified sensitive or other data without the consent of the user; or (iv) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

y. “Workflow” means a series of Steps.

z. “Workflow Recipe” means a step-by-step guide created by Contributor pursuant to the template provided by Bitrise that explains the integration of the Community Step into the end-users’ Workflow.

## 2. Contributor Obligations.

### a. Contribution of Community Steps.

(i) Subject to permission by Bitrise and compliance at all times with these Contributor Terms, Contributor may contribute one or more Community Steps to Bitrise from time-to-time.

(ii) If Contributor does not agree to and comply at all times with each and every aspect of these Contributor Terms, Contributor has no right to submit Community Steps, and shall immediately notify Bitrise.

b. End-user Access to Community Steps. In order for a third party end-user of the Bitrise Service to access and use any Community Step that provides an integration to a third party service, the Contributor shall require that the end-user register to use the Community Step on the Contributor’s website, and shall ensure that the end-user has accepted all the Contributor’s terms and conditions for use of the Community Step. Contributor represents and warrants that Contributor’s terms and conditions for use of the Community Step are in all respects and at all times consistent and do not conflict in any way these Contributor Terms.

c. General Support and Maintenance. Further, Contributor shall at all times maintain and support each Community Step in compliance with Contributor’s representations and warranties and other obligations set forth in these Contributor Terms. Without limitation on the foregoing, Contributor shall promptly respond to Bitrise and an end-user in any instance where Bitrise or an end-user of a Community Step open an issue ticket on the Community Step’s repository (or create a pull request) requesting support, a fix, information on usage or any other question or issue with the Community Step.

d. Ownership, License. Contributor grants to Bitrise a license to each of Contributor’s Community Step(s) such that Bitrise shall have the right to offer access to those Community Steps consistent with these Contributor Terms to Bitrise customers through those customer’s use of the Bitrise Services. Contributor (and, if applicable, Contributor’s licensees) retain all right, title and interest in and to Contributor’s Community Steps.

### e. Bitrise ToS, SLA, Policies, Documentation and End-user License.

(i) Contributor shall comply fully and at all times with the ToS, SLA and Policies, as posted by Bitrise and as Bitrise may amend from time-to-time. If there is a conflict between any of the foregoing and these Contributor Terms, Bitrise in its sole discretion shall decide which shall govern.

(ii) Contributor shall at all times maintain and provide good, complete and accurate Community Step User Documentation and Community Step Programmer Documentation to the extent and as requested by Bitrise by notice to Contributor.

(iii) Contributor shall provide any and all Community Steps pursuant to the Community Step End-User License.

f. Personal Data. Contributor shall ensure that any and all of Contributor’s Community Steps shall not have any feature or functionality that in any way accesses or processes personal information of any kind. Contributor shall immediately notify Bitrise in advance of any Community Step that has any feature or functionality that may track, report or process or in any other way access or involve any personal information of any kind. Any such Community Step may, in Bitrise’s sole discretion, be subject to any additional terms and conditions and/or immediate deprecation or removal, without limitation on any other remedies.

g. Security Incident Notice. Contributor shall immediately, prominently and directly notify Bitrise of any suspected, threatened or actual Security Incident involving or in any way related to a Community Step.

h. Contributor Employees and Team. Contributor shall ensure that any person or entity who participates in any manner by, with or on behalf of Contributor hereunder shall comply fully and at all times such that Contributor meets its obligations under these Contributor Terms. Contributor shall be directly liable for any and all such participation and compliance.

i. Representations and Warranties.

(i) CONTRIBUTOR HEREBY REPRESENTS AND WARRANTS THAT THE DEVELOPMENT AND SUPPORT OF CONTRIBUTOR'S COMMUNITY STEPS AND ANY THIRD PARTY SERVICE ACCESSED VIA CONTRIBUTOR'S THIRD PARTY STEPS SHALL BE PERFORMED IN A GOOD, WORKMANLIKE AND PROFESSIONAL MANNER AND IN COMPLIANCE WITH THESE CONTRIBUTOR TERMS; THAT CONTRIBUTOR HAS THE EXPERTISE AND RESOURCES TO PERFORM HEREUNDER; AND THAT ALL OF CONTRIBUTOR'S COMMUNITY STEPS AND ANY THIRD PARTY SERVICE TO WHICH SUCH COMMUNITY STEPS INTEGRATE SHALL BE MERCHANTABLE, AND FIT FOR BITRISE'S AND BITRISE'S CUSTOMERS' INTENDED USE.

(ii) Without limitation, Contributor hereby represents and warrants that Contributor has all necessary right, title and interest in and to (including, but not limited to, Intellectual Property Rights) every aspect of each of its Community Steps for the intended use set forth in this Contributor Terms, including, but not limited to, that the code used in any Step is solely licensed under the terms fully consistent with the Community Step End-User License.

(iii) Without limitation, Contributor hereby represents and warrants that Contributor has performed a full set of code validation, debugging and all other necessary and advisable checks at industry best practice levels to confirm that the code in its Community Steps and in any Third Party Service integrated by any such Community Step is error-free, does not contain any Virus or any other component of any kind that performs any function other than solely and exclusively as required to perform the functionality intended by the Community Step, including, but not limited to, as described and disclosed in any Community Step Programmer Documentation.

j. License to Bitrise for Abandoned Steps. Contributor hereby grants to Bitrise a perpetual, exclusive, unlimited, fully-paid, irrevocable license to use Abandoned Steps in any way and form, now or in the future, determined by Bitrise in its sole discretion, including, but not limited to, the right to create and use derivative and modified works thereof. Contributor undertakes, at no additional cost or obligations of Bitrise, to sign any documents and take, or cause to be taken, any other action necessary, to as fully as possible under applicable law effectuate the intent of the parties as set forth herein. Additionally, the Parties may mutually agree to apply this Section 2(j) to Community Steps that are not Abandoned Steps.

k. Cooperation. Contributor shall at all times promptly and fully cooperate with Bitrise in any request made by Bitrise to Contributor regarding or in any way in connection with these Contributor Terms, including, but not limited to, responding to end-user support questions. Without limitation on the foregoing, Contributor shall, upon request by Bitrise and at Bitrise's reasonable expense, provide all necessary cooperation to Bitrise in substantiating and protecting Bitrise's intellectual property rights, including but not limited to executing additional ownership and assignment documents.

l. Sole Responsibility. Contributor shall have sole and entire responsibility and sole and entire liability for any and all use of Community Steps contributed by Contributor, their integrations and the Third Party Services. Without limitation on the foregoing, Bitrise shall have no responsibility for any Community Steps, regardless of whether Bitrise reviews or performs any checks on a Community Step, and, further, Contributor acknowledges that Contributor may not rely on any actions or inactions by Bitrise to limit in any way Contributor's obligations under these Contributor Terms. Contributor hereby irrevocably waives any claims or defenses of any kind or nature that limit the foregoing sentences in any way.

m. Indemnity. Contributor shall indemnify, defend and hold harmless Bitrise from and against any and all third party claims, actions, proceedings, investigations, audits, losses, damages, expenses, costs, and liabilities (including, without limitation, court costs, legal fees and related costs) of any kind whatsoever regarding, under or in any way in connection with a Community Step and/or any Third Party Service integrated by way of a Community Step.

3. Bitrise Rights.

a. Right to Post and Remove. Bitrise, in its sole and absolute discretion, may post, remove, limit or change access to or in any other way manage the posting of any Community Step at any time. Without limitation on Bitrise rights and remedies in the case of a breach by Contributor of any of the terms and conditions of these Contributor Terms, Bitrise shall at all times and in its sole and absolute discretion, have the right to (a) remove from any Step the indication that it is a Verified Step; (b) remove the Step from the Bitrise Step library; (c) take control of and maintain the Step, in which event, Bitrise may in its sole discretion label the Step as a Bitrise-maintained Step; (d) deprecate the Community Step in the Bitrise Step library such that the Step will be still available for users already using the Community Step, but will not be visible in the Bitrise Step Library; and (e) remove the Community Step entirely from the Bitrise Services.

b. Sole ownership of all Bitrise Intellectual Property Rights. Contributor acknowledges and agrees that Bitrise and/or its licensors own all Intellectual Property Rights in and to the Services. These Contributor Terms do not grant the Contributor any rights to (including, but not limited to, any Intellectual Property Rights) in respect of the Bitrise Service.

c. Feedback and Enhancements. Bitrise shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any feedback and enhancement requests provided by the Contributor.

d. Terms and Program. Bitrise may, in its sole discretion and at any time, modify any of these Contributor Terms.

e. Maintenance Obligations. Bitrise shall have no obligation of any kind to support or maintain any Community Step.

#### 4. Verified Step Program.

a. Acceptance into the Verified Step Program. Bitrise shall, in its sole discretion, accept Contributors into the Verified Step Program. To be considered for acceptance, a Contributor must submit a Community Step to Bitrise with such information as Bitrise may request regarding the Contributor and the submitted Community Step pursuant to the Verified Step submission process that Bitrise may use from time-to-time.

b. Bitrise Obligations and Rights.

(i) Bitrise shall make available the Verified Step Program as set forth in these Contributor Terms to Contributors who desire to participate in the Verified Step Program.

(ii) For Community Steps that are submitted to the Verified Step Program and that at all times meet the requirements set forth in these Contributor Terms for Verified Steps, Bitrise shall identify such Community Steps in the Bitrise Step Library by way of a Verified Step Badge.

(iii) Bitrise shall have the right to continue, change or terminate (in whole or in part) the Verified Step Program at any time and from time-to-time in its sole discretion. Bitrise shall use reasonable efforts to notify Contributor of any changes to the Verified Step Program by way of a posting to the applicable section of the Bitrise website. Bitrise may, in its sole discretion and at any time, modify any of these Contributor Terms, and modify or terminate the Verified Step Program.

c. Contributor Obligations.

(i) Contributor shall notify Bitrise of any of its Community Steps that Contributor desires to submit to the Verified Step Program, which notification shall include a statement that Contributor agrees that any such submitted Community Step shall at all times conform to all Community and Verified Step provisions of these Contributor Terms.

(ii) For any Verified Step of Contributor, Contributor shall provide at least the level of support and maintenance specified in all Policies, including, but not limited to, the support levels identified by Bitrise from time-to-time.

(iii) At least once during the term of these Contributor Terms, Contributor participates in one or more Co-marketing Activities. Bitrise and Contributor shall regularly consult about the planned Co-marketing Activities. Prior to executing on each Co-marketing Activity, Contributor shall submit the final drafts or plans of the Co-marketing Activity to Bitrise for Bitrise's review and acquire Bitrise's written approval on a case by case basis. While engaging in a Co-marketing Activity, Contributor shall observe Bitrise's trademark guidelines made available from time-to-time by Bitrise, such as on at <https://www.bitrise.io/presskit>.

(iv) Upon Bitrise's request, for any Verified Step of Contributor, Contributor shall prepare the Workflow Recipe and submit it to Bitrise for review and approval within the deadline specified in Bitrise's request. Contributor shall observe Bitrise's trademark guidelines available at <https://www.bitrise.io/presskit>.

5. Confidentiality. The Confidentiality provisions of the ToS apply.

6. Term; Termination.

a. Start Date. These Contributor Terms shall commence immediately on the first date Bitrise accepts a Community Step into the Bitrise Step Library.

b. Termination. Bitrise may terminate Contributor's rights under these Contributor Terms for any reason upon not less than ten (10) days written notice. Upon termination of these Contributor Terms, Contributor shall return or destroy all of Bitrise's confidential information in its possession.

c. Breach. Bitrise may immediately terminate any and all rights of Contributor under the Verified Step Program if Contributor commits a breach of any term of these Contributor Terms which breach is irremediable in Bitrise's sole discretion, or, if Bitrise deems such breach is remediable, Contributor fails to remedy the breach to Bitrise's satisfaction within a period of thirty (30) days after Bitrise has notified Contributor of the breach.

d. Survival. All provisions of these Contributor Terms except Section 2.a.(i) shall survive termination of this Contributor Terms. Section 3 shall survive for 2 years after termination.

7. General.

a. Notices. All notices shall be in writing and sent to Bitrise and Contributor at the addresses specified in writing and/or to mutually agreed emails. Notices shall be deemed received upon actual receipt.

b. Fees and Expenses. Bitrise shall not be obligated to pay Contributor any amount of any kind (whether compensation, expenses, costs or otherwise).

c. Relationship of Parties. The sole relationship of the parties shall be that of independent contractors. Nothing contained herein shall be deemed or construed as creating a joint venture, fiduciary relationship, agency or partnership between Contributor and Bitrise. Contributor shall not be considered an employee of Bitrise under any circumstances and for any purposes whatsoever.

d. Assignment. Contributor shall not, without the prior written consent of Bitrise, assign or transfer all or any of its rights or obligations under these Contributor Terms. Bitrise may at any time assign, transfer, sub-contract all or any of its rights or obligations under these Contributor Terms. Contributor shall enter into any further agreements reasonably required by Bitrise to effect any of the above.

e. Headings. Section and other headings shall not affect the interpretation of these Contributor Terms.

f. Waiver The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further or other right hereunder.

g. Severability. In the event that any provision or portion thereof of these Contributor Terms is determined to be invalid or unenforceable, all remaining provisions and portions thereof shall remain in full force and effect to the maximum extent permitted by law.

h. Governing Law, Jurisdiction, Venue and Dispute Resolution.

(i) Governing Law. This Contributor Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and shall be construed in accordance with, the laws of the State of California, without reference to its conflict of laws rules.

(ii) Jurisdiction and Venue. Subject to the provisions of Section 6.h.iii. below, the parties irrevocably agree that the in of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contributor Terms or its subject matter or formation (including non-contractual disputes or claims).

(iii) Dispute Resolution. In the event of a dispute of the terms of the Contributor Terms (each a “Dispute”), the parties will use good faith efforts to settle such dispute within sixty (60) days of a party’s receipt of notice of a dispute from the other party. Without prejudice to either party’s right to seek equitable relief (including, but not limited to, injunction) from a court of competent jurisdiction, any dispute arising out of or related to this Contributor Terms that cannot be resolved by in accordance with the foregoing sentence, shall be settled exclusively by binding arbitration before a single arbitrator who is experienced in the field of enterprise SAAS contracts and enterprise data center service contracts in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration will take place in Budapest, Hungary. The parties will share the costs of arbitration, including the fees and expenses of the arbitrator, equally, unless the arbitration award provides otherwise. Each party will bear the cost of preparing and presenting its case. The arbitrator shall not permit discovery absent a written decision by the arbitrator based on a showing of substantial need by a party based on written submissions of both parties. The arbitrator will have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Contributor Terms, and in no event will the arbitrator have the authority to make any award that provides for punitive or exemplary damages. The arbitrator will use all reasonable means to settle the dispute with dispatch and will state his/her opinion in writing along with his/her reasons for the decision. The arbitrator’s decision will follow the plain meaning of the relevant documents, and will be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction pursuant to Federal Arbitration Act, 9 U.S.C. Sect. 1-16, et seq. To the extent applicable, the parties each waive any right they may have to a trial by jury in any legal proceeding arising from or related to these Contributor Terms.

(iv) Injunctive Relief. Notwithstanding anything to the contrary in these Contributor Terms, Bitrise may bring proceedings for injunctive or interim relief in any jurisdiction at its sole discretion in the case of actual, anticipated or threatened Contributor of any of its obligations in these Contributor Terms.

i. Compliance with Laws. Both parties shall at all times comply with all applicable laws, statutes, codes, regulations and related guidance.

j. Entire Contributor Terms. These Contributor Terms constitute the entire understanding between Contributor and Bitrise relating to the subject matter of these Contributor Terms. All additional, different or revised terms submitted by Contributor at any time and in any manner are hereby rejected unless and only to the extent Bitrise expressly agrees to them in a writing signed by an authorized executive officer of Bitrise.