

## **Wide Angle Labs, Inc. Individual Contributor License Agreement**

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### **5. Consequential Damage Waiver**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR US BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

### **6. Miscellaneous**

6.1 This Agreement will be governed by and construed in accordance with the laws of the State of California excluding its conflicts of law provisions. Any litigation or other dispute resolution between the parties relating to this Agreement shall take place in the Northern District of California, and the parties hereby consent to the personal jurisdiction of, and venue in, the state and federal courts within that District with respect to this Agreement. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN Convention to this Agreement and, thus, exclude the application of the UN Convention in its entirety to this Agreement.

6.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other prior and concurrent agreements or understandings. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of legal association between You and Us, and neither party will represent to the contrary, whether expressly, by implication, appearance or otherwise. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but collectively shall constitute one and the same instrument.

6.3 We have the right freely to assign or otherwise transfer this Agreement to any entity or person without notice to You or approval or action by You. You may not assign or otherwise transfer this Agreement without Our express written consent, which consent will not be unreasonably withheld.

6.4 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.

6.5 If any provision of this Agreement is found void and unenforceable, such provision will be replaced to the extent possible with a provision that comes closest to the meaning of the original provision and which is enforceable. The terms and conditions set forth in this Agreement shall apply notwithstanding any failure of essential purpose of this Agreement or any limited remedy to the maximum extent possible under law.

You

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Address: \_\_\_\_\_

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