

# Contributor Agreement

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL YOU OR WE 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. Approximation of disclaimer and damage waiver**

IF THE DISCLAIMER AND DAMAGE WAIVER MENTIONED IN SECTION 4. AND SECTION 5. CANNOT BE GIVEN LEGAL EFFECT UNDER APPLICABLE LOCAL LAW, REVIEWING COURTS SHALL APPLY LOCAL LAW THAT MOST CLOSELY APPROXIMATES AN ABSOLUTE WAIVER OF ALL CIVIL OR CONTRACTUAL LIABILITY IN CONNECTION WITH THE CONTRIBUTION.

## **7. Term**

7.1 This Agreement shall come into effect upon Your acceptance of the terms and conditions.

7.3 In the event of a termination of this Agreement Sections 4, 5, 6, 7 and 8 shall survive such termination and shall remain in full force thereafter. For the avoidance of doubt, Free and Open Source Software (sub)licenses that have already been

granted for Contributions at the date of the termination shall remain in full force after the termination of this Agreement.

## 8 Miscellaneous

8.1 This Agreement and all disputes, claims, actions, suits or other proceedings arising out of this agreement or relating in any way to it shall be governed by the laws of Germany excluding its private international law provisions.

8.2 This Agreement sets out the entire agreement between You and Us for Your Contributions to Us and overrides all other agreements or understandings.

8.3 In case of Your death, this agreement shall continue with Your heirs. In case of more than one heir, all heirs must exercise their rights through a commonly authorized person.

8.4 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 that 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.

8.5 You agree to notify Us of any facts or circumstances of which you become aware that would make this Agreement inaccurate in any respect.

### You

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

### Us

Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_

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