

Individual Contributor License Agreement¹ To EnMAP-Box

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9. Term

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

8.2 This Agreement shall apply for the term of the copyright and patents licensed here. However, You shall have the right to terminate the Agreement if We do not fulfill the obligations as set forth in Section 4. Such termination must be made in writing.

8.3 In the event of a termination of this Agreement Sections 5, 6, 7, 8 and 9 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.

9 Miscellaneous

9.1 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, under exclusion of the German private international law provisions and the United Nations Convention on Contracts for the International Sales of Goods.

9.2 Any dispute or claim arising under, out of or relating to this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Berlin, Germany. In and to the extent that any such dispute or claim has not been settled pursuant to the mediation within 60 calendar days of the commencement of the mediation, the Courts of Potsdam, Germany, shall have exclusive jurisdiction.

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

9.4 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.

9.5 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 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.

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

Please sign: _____

Date: _____

Name (in block letters): _____

