

# ISA Contributor Agreement v1.1

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## 1. Definitions

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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 jurisdiction in which the Project Owner has its principal place of business

Any litigation resulting from the interpretation of this Agreement, arising between the European Commission, as the project owner, and any Contributor, will be subject to the jurisdiction of the Court of Justice of the European Communities, as laid down in article 238 of the Treaty establishing the European Community.

Any litigation arising between Parties, other than the European Commission, and resulting from the interpretation of this Agreement, will be subject to the exclusive jurisdiction of the competent court where the Project Owner resides or conducts its primary business.

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

6.3 If You or We assign the rights or obligations received through this Agreement to a third party, as a condition of the assignment, that third party must agree in writing to abide by all the rights and obligations in the Agreement.

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.

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