

OpenCDSS Contributor License Agreement

Version 1.1

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5. Miscellaneous

5.1 Choice of Law and Forum

This Agreement is executed and delivered in the State of Colorado and shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado, excluding its conflicts of law provisions. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN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.

Any dispute or other legal action concerning this Agreement, including any arbitration or litigation proceedings shall be exclusively conducted in the State of Colorado, and You and CDNR consent to the jurisdiction and venue of any State or Federal Court located in the State of Colorado.

5.2 Entire Agreement

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

5.3 Assignment

If You or CDNR assigns 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 or such assignment is null and void.

5.4 Failure to Enforce

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.

5.5 Limit Non-Enforceability

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.

Signature: _____

Signature: Brian Macpherson _____

Contributor: _____

CDNR signer: Brian Macpherson (CWCB) _____

Address: _____

Address: 1313 Sherman St. Room 718 _____

Denver, CO 80203 _____

Date: _____

Date: 8/12/2019 _____

Email: _____

Email: brian.macpherson@state.co.us _____

Contributor executes and agrees to this Agreement as agent for any Employer with claims in the Contribution. This Agreement is dated as of the latest date written in the signature block above.

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