

# INDIVIDUAL CONTRIBUTOR LICENSE AGREEMENT



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<b>7. Miscellaneous:</b>	<p>7.1 This Agreement will be governed by and construed in accordance with the laws of Austria excluding its conflicts of law provisions. All disputes arising from or in connection with this Agreement shall be referred to the court having subject-matter jurisdiction for commercial matters in Vienna, Austria. Place of performance shall be Salzburg, Austria to the extent permissible under law. Under certain circumstances, the governing law in this section might be superseded by the United Nations Convention on Contracts for the International Sale of Goods ("UN Convention") and the parties intend to avoid the application of the UN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.</p> <p>7.2 This Agreement sets out the entire agreement between Contributor and RBMH for Contributor's Contributions to RBMH and overrides all other agreements or understandings.</p> <p>7.3 If Contributor or RBMH 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.</p> <p>7.4 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.</p> <p>7.5 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.</p>	
<b>This Agreement shall only be effective and binding with two signatures from RBMH's authorized representatives.</b>		
_____, on _____	Wals near Salzburg, on _____	
_____	_____	
<b>Contributor</b>	<b>Red Bull Media House GmbH      Red Bull Media House GmbH</b>	