

# CBT SUBSCRIPTION LICENSE AGREEMENT

Version 2019.1

## VERSION 2019.1 (CHINA) IMPORTANT INFORMATION – READ CAREFULLY

UNLESS YOU (THE “LICENSEE”) HAVE OBTAINED PERMISSION TO USE THE CBT UNDER A SEPARATE, DULY SIGNED AGREEMENT OR AN EVALUATION AGREEMENT WITH SYNOPSISYS OR AN AUTHORIZED DISTRIBUTOR, THE CBT IS PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE CBT IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT (THE “*CBT Agreement*”).

DEPENDING ON WHICH COUNTRY YOU TRANSACT BUSINESS WITH SYNOPSISYS FROM, OTHER VERSIONS OF THIS CBT AGREEMENT MAY BE APPLICABLE. FOR CBT USED IN A COUNTRY IN THE AMERICAS, AFRICA OR ISRAEL, THE MOST CURRENT VERSION IDENTIFIED FOR “*AMERICAS AFRICA ISRAEL*” SHALL APPLY. FOR CBT USED IN TAIWAN, THE MOST CURRENT VERSION IDENTIFIED FOR “*TAIWAN*” SHALL APPLY. FOR CBT USED IN THE REPUBLIC OF KOREA, THE MOST CURRENT VERSION IDENTIFIED FOR “*KOREA*” SHALL APPLY. FOR CBT USED IN CHINA WHERE PAYMENT IS IN RENMINBI, THE MOST CURRENT VERSION IDENTIFIED FOR “*CHINA*” SHALL APPLY. FOR CBT USED IN JAPAN, THE MOST CURRENT VERSION IDENTIFIED FOR “*JAPAN*” SHALL APPLY. FOR CBT USED IN ANY COUNTRY OTHER THAN THOSE IDENTIFIED ABOVE, THE MOST CURRENT VERSION IDENTIFIED FOR “*GLOBAL SIL*” SHALL APPLY.

IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS OR YOU DO NOT HAVE A SEPARATE AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE THE CBT.

### 1. Definitions.

1.1. “Affiliate” means an entity that controls, is controlled by, or is under common control with, a party to this CBT Agreement.

1.2. “Authorized User” means an employee, contractor or Affiliate of Licensee who is designated as a Named User by the Licensee and permitted to access and use the CBT subject to the terms and restrictions contained in this CBT Agreement.

1.3. “CBT” means the software security courses, content, updates and upgrades thereto which are described at <https://www.synopsys.com/software-integrity/training/elearning.html>.

1.4. “Hosted Service” means the on-demand version of the CBT hosted and provided by Synopsys hereunder.

1.5. “High Risk Activities” means environments or installations requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, life support machines, or weapons systems, in which the failure could

lead directly to death, personal injury, or severe physical or environmental damage.

1.6. “Licensee Content” means any data, material or information that Licensee or Authorized Users submit, provide or otherwise make available to Synopsys (for example, without limitation, answers to course tests, scores, reports and feedback).

1.7. “Named User” means an Authorized User identified by the Licensee to use the CBT as identified through a unique login account. Named Users must remain the same for a minimum of twelve (12) months and may be transferred to another Named User thereafter.

1.8. “Purchasing Agreement” means a document that references this CBT Agreement and identifies the specific rights being licensed hereunder, including the applicable quantity, term, number of users or other license constraint, and the fees and payment terms for the license and use of the CBT licenses.

1.9. “Subscription Start Date” means the first day when: (a) the CBT has been provisioned and is available for access by Authorized Users if Licensee will be accessing and using the CBT Hosted Service; or (b) the

date when a digital copy of the CBT is available for download by Licensee, if Licensee will be installing the CBT on Licensee computer systems.

**1.10. “Term”** shall have the meaning as set forth in Section 4.1.

**1.10.1. “Initial Term”** means the initial term listed in the applicable Purchasing Agreement that commences upon the Subscription Start Date.

**1.10.2. “Renewal Term”** shall have the meaning set forth in Section 4.1.

All other capitalized terms shall have the meanings ascribed them elsewhere herein.

## **2. License Grant, Restrictions and Licensee Responsibilities.**

**2.1. License Grant.** Subject to the terms and conditions herein, including without limitation, receipt by Synopsys of all fees owed by Licensee, Synopsys grants Licensee, commencing on the Subscription Start Date, a limited, non-exclusive, non-transferable, revocable license as set forth in the applicable Purchasing Agreement for: (a) Authorized Users to access, display and use the CBT Hosted Service solely for Licensee’s internal business purposes during the Term; or (b) Licensee to install the CBT on its internal IT systems for access and use by Authorized Users solely for Licensee’s internal business purposes if Licensee has purchased a downloadable copy of the CBT during the Term.

**2.2. Restrictions.** Licensee shall not directly or indirectly: (a) copy, display, distribute, or otherwise use the CBT in any manner or for any purpose not expressly authorized by this CBT Agreement ; (b) create derivative works of or otherwise adapt, modify, or translate the CBT; (c) extract content from the CBT in order to repurpose or resell the content; (d) use the CBT in connection with High Risk Activities; or (e) alter, remove, obscure, erase, deface, or hide from view any copyright, trademark, or other proprietary rights notice contained in or on the CBT. If Licensee is accessing the CBT Hosted Service, Licensee further agrees not to engage in or permit any systematic downloading or other activity directed towards the content on the CBT to create an electronic database or archive for use by other than by Authorized Users. If Licensee has been granted a license to install the CBT, Licensee further agrees not to directly or indirectly: (x) reverse engineer, decompile, translate or disassemble the CBT; (y) use, rent, or lend the CBT in connection with a service bureau, time-sharing or ASP arrangement; (z) transmit the CBT or provide any of its content, in whole

or in part, over the Internet or other network (unless and except as may be expressly permitted in the applicable Purchasing Agreement, or unless the CBT is being utilized by the Licensee's learning management system ("LMS") and transmitted over the Licensee's internal Intranet).

**2.3. Licensee Responsibilities.** Except as explicitly set forth herein, Licensee is solely responsible for acquiring and maintaining all of the necessary computer hardware, equipment, software, services and items necessary to install, access and make use of the CBT, including without limitation paying all charges, taxes, and other costs and fees related to Internet access. If Licensee is accessing the CBT Hosted Service, Licensee may only access the CBT through the interfaces and protocols provided or authorized by Synopsys. Licensee is solely responsible for: (a) maintaining the confidentiality of any passwords and account information required to access CBT; (b) all acts that occur in connection with Licensee's account; and (c) immediately notifying Synopsys of any unauthorized use of Licensee's account. If Licensee is accessing the CBT Hosted Service, Licensee hereby agrees to the Terms of Use at <https://www.synopsys.com/company/legal/software-integrity/elearning-terms-of-use.html>. Licensee hereby guarantees the performance of and shall be fully responsible for any failure of Authorized Users to comply with the terms of this CBT Agreement.

**2.4. Keys and Access.** Synopsys agrees to provide Licensee those authorization keys and/or passwords, which are necessary to permit Licensee to gain access to the CBT made available to Licensee for the CBT which has been properly licensed to Licensee in accordance with this CBT Agreement. Notwithstanding anything to the contrary in this CBT Agreement, Licensee hereby acknowledges that Licensee shall have no right or license to any software made available to Licensee which has not been properly licensed to Licensee pursuant to this CBT Agreement or that has been included therein solely as a matter of convenience, and that Licensee agrees not to attempt to gain access to, or permit any third party to attempt to gain access to, such software.

## **3. Reservation of Rights and Compliance.**

**3.1. Reservation of Rights.** Synopsys may in its sole discretion change, limit, or discontinue any aspect, content, tool, or feature that is a part of the CBT. Synopsys reserves the right, in its sole discretion, to restrict the use of the CBT as well as suspend or revoke Licensee’s rights to use the CBT if Licensee’s use of the CBT exceeds the number of Authorized Users or otherwise violates this CBT Agreement or applicable law.

**3.2. Compliance.** Synopsys reserves the right to verify Licensee's compliance with this CBT Agreement. If Licensee is accessing the CBT Hosted Service, Synopsys may monitor Licensee's use and such monitoring may include but is not limited to determining whether or not the CBT is accessed under the account from multiple computers, as well as noting downloads beyond the limit, if any, of the total number of courses purchased, or use exceeding the number of Authorized Users. If Licensee has been granted a license to install the CBT, Licensee agrees to maintain accurate written records of the location of the computer servers on which the CBT is installed and each copy of the CBT in Licensee's possession, as well as who are the Authorized Users are at any time. Further, upon Synopsys' reasonable request, Licensee shall certify to its compliance with this Section 3 through a written certification, signed by a duly authorized officer of Licensee.

#### **4. Term and Termination.**

**4.1.** This CBT Agreement shall commence on the Subscription Start Date and unless terminated earlier as provided below, will remain in full force and effect until the end of the Initial Term, after which it will automatically renew for successive terms of the same length as the Initial Term, but not to exceed one (1) year each (each a "**Renewal Term**"), unless either Licensee or Synopsys notifies the other of their intent not to renew at least five (5) business days prior to the upcoming Renewal Term, or Synopsys ceases to make the particular Hosted Service available. All Renewal Terms are charged at Synopsys' then-current rates unless otherwise agreed by the parties. The Initial Term and any Renewal Terms are together referred to herein as the "**Term**".

**4.2.** A party may terminate the CBT Agreement or any Purchasing Agreement; (a) upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**4.3.** Termination of this CBT Agreement or a Purchasing Agreement shall not prevent either party from pursuing all available legal remedies, nor shall such termination relieve Licensee's obligation to pay all fees that are owed. The parties' rights and obligations under this CBT Agreement that by their nature are intended to survive termination of this CBT Agreement or a Purchasing Agreement shall do so. Upon the expiration or termination of this CBT Agreement or any Purchasing Agreement, Licensee shall: (a) immediately cease using

the CBT; and (b) certify to Synopsys within thirty (30) days that Licensee has destroyed or has returned to Synopsys all copies of the CBT in Licensee's or any Authorized User's possession or located on Licensee's LMS.

**4.4.** LICENSEE ACKNOWLEDGES AND AGREES THAT ANY DOWNLOADABLE COPIES OF THE CBT MAY BE SUBJECT TO A MECHANISM THAT CAN DISABLE OR TIME OUT LICENSEE'S USE AFTER THE EXPIRATION OF THE TERM, OR THAT SYNOPSYS MAY TERMINATE ACCESS TO THE CBT HOSTED SERVICE AT THE END OF THE TERM.

#### **5. Fees and Taxes.**

**5.1.** The fees for the license and use of the CBT are set forth in the applicable Purchasing Agreement. License fees are valid for the Initial Term. Synopsys reserves the right to change the fees after the Initial Term. Any amounts due to Synopsys hereunder shall be due and payable thirty (30) days after the date of invoice. If Licensee fails to pay any amount due within such thirty (30) day period, late charges in the amount of the lesser of one and one-half percent (1½%) per month or the maximum rate permitted under applicable law shall be applied to the unpaid balance and shall be payable by Licensee. No failure by Synopsys to request any payment or to demand any performance shall be deemed a waiver by Synopsys or a waiver of Synopsys' right to terminate this CBT Agreement in accordance with its terms.

**5.2.** Licensee agrees that all fees are exclusive of any sales, use and other taxes (except franchise taxes and taxes based on the income of Synopsys) which may be required by the Licensee's state, local or national tax authorities, collectively "**Licensee Taxes**". Licensee agrees that it is fully responsible for all Licensee Taxes. Licensee agrees to cooperate with Synopsys in the determination of any Licensee Taxes which are required to be collected and remitted by Synopsys at the time of invoicing. Licensee Taxes may be dependent upon the location where the CBT is delivered to Licensee, where the CBT is used by Licensee, and how the CBT is delivered to Licensee. Licensee agrees to indemnify and reimburse Synopsys for any Licensee Taxes required to be paid by Synopsys to tax authorities, which were not previously collected from Licensee.

**6. Intellectual Property Rights.** Licensee acquires no ownership rights in, or title to, the CBT. If Licensee is accessing the CBT Hosted Service, Licensee acknowledges that it shall not at any time have physical access to any facility providing the CBT. The CBT is protected by copyright, trademark and/or other applicable

intellectual property and proprietary rights laws and is owned, controlled, and/or licensed by Synopsys. Except for the limited license granted herein, all rights in and to the CBT and any of the content found on the CBT are expressly reserved to Synopsys and/or its licensors. There are no other licenses, by implication, estoppel or otherwise granted under this CBT Agreement.

**7. Proprietary Material and Notices.** The CBT contains copyrighted material, trademarks, and other proprietary and confidential information of Synopsys and others (collectively "**Proprietary Material**"), including, but not limited to, video, text, software, photos, graphics, image, music, and sound. Licensee agrees not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, illegally access, or in any way exploit, in whole or in part, any Proprietary Material. Some or all of the Proprietary Material may contain copyright or other notices, and Licensee agrees not to remove or alter any such marks or notices.

**8. Licensee Representations and Warranties.** Licensee represents and warrants that: (a) Licensee has full corporate power (or personal if an individual and not an entity) and authority to execute and deliver this CBT Agreement, to consummate the transactions contemplated hereby, and that entering this CBT Agreement violates no contractual right of any third party; (b) this CBT Agreement has been duly and validly executed and delivered by Licensee and constitutes the valid and binding agreement of Licensee, enforceable against Licensee in accordance with its terms; and (c) it has all necessary rights to Licensee Content to grant, and does hereby grant, Synopsys a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute and sublicense Licensee Content (in whole or in part) and/or to incorporate Licensee Content in other works regardless of form, media, or technology.

**9. Warranty and Warranty Disclaimer.**

**9.1. Warranty.** If the applicable license fee(s) have been paid, Synopsys warrants: (a) that the CBT will materially conform to the applicable descriptions listed at <https://www.synopsys.com/software-integrity/training/elearning.html>; (b) that CBT does not infringe or misappropriate any third party's US copyright or other intellectual property rights; (c) the CBT will not contain any malicious code or programs; and (d) if the Licensee is accessing the CBT Hosted Service, the Hosted Services with have a monthly uptime and availability of not less than 99.5%, excluding scheduled maintenance or any Force Majeure. The warranty in (a) shall not apply to any nonconformity caused by: (i) improper operation or use of the CBT; (ii) the incorporation, attachment or

engagement of any attachment, feature, program, or device, other than by Synopsys, to the CBT; (iii) accident, neglect or misuse; (iv) modifications to the CBT not made by Synopsys; or (v) hardware or third party software. LICENSEE'S SOLE AND EXCLUSIVE REMEDY, AND SYNOPSIS' ENTIRE LIABILITY, FOR ANY BREACH OF THE EXPRESS WARRANTY CONTAINED IN THIS SECTION 9.1 SHALL BE, AT SYNOPSIS' SOLE DISCRETION: (A) THE CORRECTION OR REPLACEMENT OF THE CONTENT THAT CAUSED THE BREACH OF THE WARRANTY; OR (B) IF SYNOPSIS IS UNABLE TO CORRECT OR REPLACE THE AFFECTED CONTENT, REFUNDING A PRO-RATA AMOUNT OF THE LICENSE FEE PAID BY THE LICENSEE FOR THE AFFECTED CONTENT.

**9.2. Warranty Disclaimer.** Licensee acknowledges and agrees that although Synopsys uses commercially reasonable efforts to keep the CBT content current and exercises diligence to ensure the information and data in the CBT is accurate, Licensee's and Authorized Users' access and use of the CBT is at their sole risk. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, SYNOPSIS AND ITS AFFILIATES AND SUPPLIERS (AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS) DISCLAIM ANY WARRANTY: (A) THAT THE CBT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (B) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CBT; (C) AS TO THE ACCURACY, RELIABILITY, COMPLETENESS, OR CONTENTS OF ANY CONTENT, INFORMATION, MATERIAL, POSTINGS, OR RESPONSES FOUND ON THE CBT; (D) REGARDING ANY OF THE MERCHANDISE OR SERVICES OFFERED, PROVIDED OR OTHERWISE LISTED AT SYNOPSIS' WEBSITE; OR (E) WITH RESPECT TO ANY LINKS TO OTHER SITES OR SERVICES MADE AVAILABLE ON THE CBT. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE CBT IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**10. Limits of Liability.** EXCEPT IN CONNECTION WITH: (A) AMOUNTS DUE HEREUNDER; OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, OR IN INSTANCES OF A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS OR LICENSE

GRANTS OR CONDITIONS HEREUNDER, OR FRAUD OR WILLFUL MISCONDUCT, THE CUMULATIVE AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER PARTY RELATED TO THIS CBT AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY LICENSEE TO SYNOPSIS PRIOR TO ANY CLAIM OF INJURY OR DAMAGE. EXCEPT IN CONNECTION WITH A BREACH INVOLVING PROPRIETARY MATERIAL, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING ANY COVER DAMAGES OR DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF USE, OR INTERRUPTION OF BUSINESS), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS ARTICLE SHALL APPLY TO ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, MISREPRESENTATION AND OTHER TORTS, AND LIABILITY BASED UPON THE PROVISIONS OF ANY PART OF THIS CBT AGREEMENT AND ANY FEDERAL, STATE OR LOCAL LAW OR ORDINANCE. THE DISCLAIMERS OF WARRANTY AND LIMITATIONS OF LIABILITY SET FORTH IN THIS CBT AGREEMENT ARE FUNDAMENTAL TERMS OF THIS CBT AGREEMENT, AND THE PARTIES WOULD NOT HAVE ENTERED INTO THIS CBT AGREEMENT WITHOUT THEIR INCLUSION.

## **11. Indemnification.**

**11.1. By Synopsis.** Synopsis shall defend, indemnify and hold harmless Licensee (and any of its parents, subsidiaries, affiliates, directors, officers, employees, agents, suppliers and licensors (and their respective directors, officers, employees, and agents)) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of that the CBT as provided by Synopsis infringes any US copyright or trade secret ("**Claim**") and will pay any final judgments awarded or settlements entered into, provided that Licensee notifies Synopsis in writing within thirty (30) days of the discovery of any such Claim, and gives Synopsis the authority to proceed as contemplated herein. Synopsis will have the exclusive right to control and defend any such Claim and make settlements thereof at its own discretion either in or outside of any court proceeding, and Licensee may not settle or compromise

such Claim, except with prior written consent of Synopsis. Section 9.1 and this Section 11.1 state Synopsis' entire liability and Licensee's sole and exclusive remedy for any violation or infringement of intellectual property rights by the CBT.

**11.2. By Licensee.** Licensee shall defend, indemnify and hold harmless Synopsis (and any of its parents, subsidiaries, affiliates, directors, officers, employees, agents, suppliers and licensors (and their respective directors, officers, employees, and agents)) from and against all claims, liability, and expenses, including attorneys' fees and legal fees and costs, arising out of: (a) Licensee Content; (b) Licensee Taxes; (c) Licensee's use of the CBT in breach of any provision of this CBT Agreement. Synopsis reserves the right, in its sole discretion and at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Licensee and Licensee agrees to cooperate as fully as reasonably required in the defense of any claim.

**12. Notice.** Any notice required or permitted to be given hereunder shall be in writing and deemed received by the party to whom it is addressed: (a) immediately, if delivered personally or by facsimile with proof of successful transmission; (b) one (1) business day after dispatch by nationally recognized overnight courier; or (c) five (5) business days after dispatch by certified U.S. mail, postage prepaid and return receipt requested. Notices related to a particular transaction will be sent to the primary corporate addresses set forth in the applicable Purchasing Agreement or to such other address as Licensee or Synopsis may notify the other party in writing.

## **13. General.**

**13.1.** Except for Licensee's payment obligations hereunder, neither party shall be liable to the other party for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control (each a "**Force Majeure**"). Performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay caused by a Force Majeure.

**13.2.** Neither party shall assign or otherwise transfer its rights, duties or obligations hereunder to any other person, corporation or other entity without the express prior written approval of the other party, except to an: (a) affiliate that is under common control or controlled by the assigning party; or (b) entity that: (i) enters into a merger or consolidation agreement with, or purchases all or substantially all the assets of, the assigning or transferring party; and (ii) is not a direct competitor of the other party.

Any purported assignment or transfer that does not conform with the provisions hereof shall be void.

**13.3.** This CBT Agreement will be governed by and construed in accordance with the laws of the People's Republic of China excluding that body of laws known as conflicts of law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this CBT Agreement will be brought exclusively in the courts located in Ireland and the parties irrevocably consent to the personal jurisdiction and venue therein. Licensee agrees that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("*UCITA*"), shall not apply to this CBT Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

**13.4.** Licensee agrees to use the CBT for the use identified in this CBT Agreement and only for proper business purposes in accordance with all applicable federal, state, and local laws and regulations, including, without limitation, all laws and regulations respecting data privacy, international communications, foreign corrupt practices, the transfer of intellectual property, and the export and import of data and software and hereby agrees to indemnify Synopsys for any violation thereof.

**13.5.** If any provision of this CBT Agreement is or becomes illegal, unenforceable or invalid (in whole or in part, for any reason), the remainder of this CBT Agreement shall remain in full force and effect without being impaired or invalidated in any way.

**13.6.** The article and section titles and headings in this CBT Agreement are intended solely for convenience of reference and are not intended to explain, modify or place any construction or limitation upon any provision of this CBT Agreement.

**13.7.** No representations or statements of any kind

made by either party that are not expressly stated herein or in any written amendment hereto shall be binding on such party. This CBT Agreement shall constitute the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and shall supersede all prior or contemporaneous proposals, oral or written, and all other communications between the parties relating to the subject matter hereof.

**13.8.** Nothing in this CBT Agreement is intended to, or shall, create any third-party beneficiaries, whether intended or incidental, and neither party shall make any representations to the contrary.

**13.9.** Neither party shall be deemed to have waived any term, condition, or other provision hereof or to have consented to any breach hereof by the other party unless such waiver or consent is in writing and executed by a duly authorized representative of such party. No consent by either party to, or waiver by either party of, a breach by the other party, whether such consent or waiver is express or implied, shall constitute a consent to, waiver of or excuse for any different or subsequent breach.

**13.10.** Nothing in this CBT Agreement shall be construed to make the parties partners, joint venturers, representatives, or agents of each other, and neither party shall represent to any third party that the parties have any such relationship. The parties hereunder are acting in performance of this CBT Agreement as independent contractors engaged in the operation of their respective businesses.

**13.11.** This CBT Agreement is in the English language only, which language shall be controlling in all respects, and all versions of this CBT Agreement in any other language shall be for accommodation only and shall not be binding on the parties to this CBT Agreement. All communications and notices made or given pursuant to this CBT Agreement, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.