

## ARIS TRAINING AND EDUCATION SERVICES TERMS AND CONDITIONS

### 1 DEFINITIONS

1.1 **Definitions:** Unless the context requires otherwise the following words and expressions shall bear the meanings set out below where used in this Agreement:

<b>"Certificate of Certification"</b>	means a PDF document issued by Supplier, confirming the Certification Candidate has passed an examination that was conducted within the scope of the Supplier Certification Program and its policy.
<b>"Certification"</b>	means an objective documentation of knowledge and skills of a person related to a specific Supplier product or technology and role related tasks. A Certification is issued to Certification Candidates who have met the Exam eligibility criteria, including gaining Passing Score on the Exam.
<b>"Certification Candidate"</b>	means an individual person who wishes to prove his or her knowledge and skills related to specific Supplier products and technologies by successfully passing an examination.
<b>"Certified Instructor"</b>	means a qualified service personnel who conducts instructor-led Training.
<b>"Certified Practitioner"</b>	means an individual person who has demonstrated his or her knowledge and skills related to specific Supplier products and technologies by successfully passing an Examination.
<b>"Customer"</b>	means the organization that orders or receives the Training services set out in any Statement of Work.
<b>"Digital Badge"</b>	is a digital, verifiable version of a Certificate of Certification issued by Supplier confirming that the exam Certification Candidate has passed an Examination that was conducted within the scope of the ARIS Certification Program and its policies.
<b>"Exam/Examination"</b>	means a uniform, objective examination procedure to determine the knowledge and skills of the Certification Candidate with regard to specific product and role-related tasks as well as a specific difficulty level. Typically, these are multiple choice tests that take place either in an unproctored (e.g., for Associate certifications) or a proctored (e.g., for Professional certifications) Exam environment, depending on the difficulty level of the Certification.
<b>"Location"</b>	means the location (if any) set out in any Statement of Work.
<b>"Passing Score"</b>	is the number of Exam questions (usually given as a percentage) that must be answered correctly by the Certification Candidate in order to successfully pass the Exam and gain Certification.
<b>"Proctor"</b>	is an employee of Supplier or a partner commissioned by Supplier who supervises and ensures the Exam was administered according to Supplier's Certification policy.
<b>"Statement of Work"</b>	means any statement of work, proposal or other document (such as an order confirmation or Learning Credit Agreement) that the parties conclude in connection with the provision of Training and which incorporates these Terms and Conditions either expressly or by reference.
<b>"Supplier"</b>	means ARIS or any of its world-wide affiliates.
<b>"Training"</b>	means the education and Training services set out in any Statement of Work. Possible Training delivery types are, amongst others: <ul style="list-style-type: none"> <li>(a) Public Onsite Training: Provision of live instructor-led Training services in a classroom at Supplier's Training centre, open to the public;</li> <li>(b) Public Virtual Training: Provision of live instructor-led Training services in a remote virtual classroom environment, open to the public;</li> <li>(c) Private Onsite Training: Provision of live instructor-led Training services in a classroom at Customer's site, not open to the public;</li> <li>(d) Private Virtual Training: Provision of live instructor-led Training services in a remote virtual classroom environment, not open to the public;</li> <li>(e) eLearning; or</li> <li>(f) Blended Training.</li> </ul>
<b>"Blended Training"</b>	means a Training such as an "Essential Training Course," which generally includes self-study components and may include optional live instructor-led components.
<b>"eLearning"</b>	means an online Training for self-study that is available to Participants for a limited period. eLearning includes videos, recorded webinars, detailed documentation or other learning elements that are intended for self-study.
<b>"eLearning Passport"</b>	means a purchase of either limited or unlimited access to product-specific eLearning for an agreed-upon period.
<b>"Learning Credits Package"</b>	means a purchase of credits that will be applied to future Training. Learning Credits are valid for 12 months after the date of purchase, unless otherwise specified in the Statement of Work - Learning Credits. Upon expiration, such Learning Credits are forfeited.
<b>"Participant"</b>	means a person takes part in a Training.
<b>"Documentation"</b>	means any Training material, documentation, data, technical information or know-how that Supplier provides to Customer or Training Participant.

### 2 CONFLICTING AND ADDITIONAL CUSTOMER TERMS AND CONDITIONS

2.1 **Conflicting Terms and Conditions:** If there is a conflict between the ARIS Training and Education Services Terms and Conditions (the **"Agreement"**) and any other agreement (including, but not limited to, a Statement of Work) stemming from, or otherwise connected to, this Agreement, this Agreement shall supersede and govern, unless otherwise specifically agreed in such other agreement. Any amendment to these Terms and Conditions must be agreed upon

expressly in writing with reference to the specific provision to be amended in these Terms and Conditions.

- .2.2 **Additional Customer Terms and Conditions:** By accepting Supplier's services, the Customer is deemed to acknowledge these terms and conditions and to waive application of any other general terms and conditions which conflict with them. General terms and conditions used by the Customer shall be deemed binding upon the contracting parties only if Supplier has accepted them in writing. In such cases, these terms and conditions shall also apply as a supplement.

### 3 SCOPE OF SERVICES

- .3.1 **Scope:** Supplier will provide Customer with the Training under this Agreement and the Statement of Work.

### 4 LOCATION AND TIMING

- .4.1 **Location:** The Training shall be provided at the Location. If no location is specified in the Statement of Work, the Training will be provided at a location to be determined and to be confirmed in writing with the Customer. Prior to any onsite, virtual and eLearning Training, the Customer shall test any facility and system necessary for Supplier to provide such Training, unless otherwise specified in the Statement of Work.
- .4.2 **Confirmation:** Until Training dates are confirmed in writing, all dates are considered tentative and subject to cancellation. Once confirmed, Customer will be subject to the cancellation policy as detailed herein.
- .4.3 **Public Classes:** All public classes are confirmed two weeks prior to the publicized course date. Any student registering in less than 36 business hours prior to the commencement of the class may be subject to a late registration fee.
- .4.4 **eLearning:** eLearning (individually or within an eLearning Passport) is offered exclusively online. Participant must complete eLearning within the period specified in the Statement of Work, after which such Training may no longer be accessible.

### 5 COURSE AVAILABILITY AND CONTENT

- .5.1 **Training Content:** Training content (utilizing a standard Supplier Training curriculum) will be substantially in line with the relevant Training description set out at <https://learn.softwareag.com/>. Non-standard Supplier Training curriculum will be detailed in the applicable Statement of Work.
- .5.2 **Availability:** Supplier reserves the right to withdraw or reschedule Trainings at any time prior to the Training start date without any liability to the Customer other than the refund of any relevant fees paid by the Customer in respect of such Training. In the event that Supplier is aware that there is a need to reschedule, then Supplier will make a reasonable effort to notify the Customer at least one week in advance.
- .5.3 **Availability within Blended Trainings:** Instructor-led Trainings are optional (non-binding for SAG). If an instructor-led Training component cannot be confirmed or carried out for any reason, Participant may use the corresponding self-study components but is not entitled to an alternative date or any refund.

### 6 TRAINING PARTICIPANTS

- .6.1 **Additional Participants:** Supplier does not allow Customers to have additional participants "audit" Training. Customer shall to pay for each Training Participant including last minute and drop-in participants. This applies to live on-site and remote virtual Instructor-led Training and e-Learning.
- .6.2 **Exclusions:** Supplier reserves the right to exclude a Participant from a classroom Training if, in the Training instructor's reasonable opinion, such Participant disrupts the Training. If the Customer is unable to resolve the classroom issue and a dismissal is required, such exclusion will not result in a refund of any associated fees.
- .6.3 **Course Pre-requisites:** Customer shall ensure that each Participant is prepared to attend the Training and has completed any pre-requisites noted in the Training description. Supplier reserves the right to exclude any Participant who did not complete the pre-requisites and is unable to completing the Training.

### 7 PAYMENT AND CANCELLATION CHARGES

- .7.1 **Invoicing:** The Training is only valid for the number of Training Learning Credits, Training courses, dates and times (including the start and end date), Locations, delivery type (i.e. onsite, virtual, eLearning or other), and number of Participants specified in the Statement of Work. Upon the performance of the Instructor-led Training, Supplier will invoice all fees (including fees for extra Participants) for the performed services. If Customer purchases a product-specific eLearning Passport, Learning Credits Package, single eLearning, or Blended Training, Supplier will invoice Customer upon executing the Statement of Work. If Customer purchases specific instructor-led Training, Supplier will invoice Customer upon delivery of each confirmed Training specified in the Statement of Work. Unless different payment terms were agreed in the Statement of Work, the entire amount invoiced plus any applicable tax (sales tax) is due in full no later than 30 days than the date of Supplier's invoice.
- .7.2 **Calculation of Rates:** All rates are calculated based on the number of Participants mentioned in the applicable Statement of Work. Additional costs for additional Participants are mentioned in the Statement of Work. All discounts agreed to and granted in the Statement of Work are based on the assumption that all services offered in the Statement of Work are fully used within six months of the date of purchase (not applicable to Learning Credit Agreements or eLearning Passports). If Customer only partially uses the offered services, Supplier reserves the right to:
- recalculate the discount based on the consumed volume; and
  - adjust the pricing if the list prices changed during this period.
- .7.3 **Travel Expenses:** Unless otherwise specified in the Statement of Work, total Training costs do not include any travel expenses of the trainer for any private onsite Training. Such costs will be invoiced separately, as travel expenses are incurred.
- .7.4 **Payment:** Customer shall provide payment to Supplier in accordance with Section 7.1 at the address listed on the invoice and in the currency specified in the Statement of Work.
- .7.5 **Training Learning Credits:** Customer shall not re-sell any Training or Training Learning Credits. Training Learning Credits are not transferable or refundable.
- .7.6 **Cancellation:** Customer may cancel Training by giving prior written notice to Supplier. The cancellation charges included in the table below will apply to all confirmed private or public instructor-led Training. The aforementioned cancellation rights and charges do not apply to eLearning.

Cancellation Notice	Cancellation Fee
More than 4 weeks	No cancellation fee.
Between 2 and 4 weeks	50% of the course fee.
Less than 2 weeks	100% of the course fee.

### 8 OWNERSHIP AND PROPRIETARY RIGHTS

- .8.1 **Ownership:** Supplier owns all copyright and other intellectual property rights in any Training Documentation. Customer obtains no intellectual property or other ownerships rights whatsoever in such Documentation. Customer acknowledges that all Documentation is Supplier's confidential and proprietary information and constitutes valuable trade secrets of Supplier. Customer shall keep confidential all Documentation and any copies thereof and shall not disclose or otherwise make available such Documentation to any third party. Subject to the restrictions set out below, a Participant may use the Documentation to carry out his duties for the Customer, but the Documentation may not be copied or used by any other person, including other Customer personnel or sub-contractors or to provide Training to any other person, including other Customer personnel or sub-contractors.

### 9 ARIS CERTIFICATION PROGRAM

- .9.1 **Certification Program:** The ARIS Certification Program is designed for Supplier customers, future customers, independent contractors, partners and employees, giving individuals the opportunity to objectively validate and document their knowledge regarding a Supplier product or technology.

- .9.2 **Pre-requisites:** Anyone who meets the pre-requisites of the Certification Program can take Supplier Exams. The pre-requisites and requirements are described in the respective Certification Description available at <https://learn.softwareag.com/> or in the descriptions of the respective training courses (e.g. for Associate certifications).
- .9.3 **Certification:** A Certificate of Certification and/or Digital Badge is awarded to anyone who fulfills the requirements for the respective Certification, described in the respective Certification Description, as well as these contractual conditions.
- .9.4 **Digital Badge:** The Certified Practitioner can choose whether to receive and use the Certificate of Certification as PDF document or as a Digital Badge. To issue a Digital Badge, Supplier works with a partner who maintains the necessary platform for managing, verifying and using the digital badges. For this purpose, a separate registration and acceptance of the partner's Terms and Conditions - available under - Terms of Service (Credly) in the partner's system is required. The use of a Digital Badge is subject to requirements as described in these Terms and Conditions and, if applicable, the partner's Terms and Conditions.
- .9.5 **Proctored Certification Exams:** Proctored Certification Exams take place in an Exam environment controlled and proctored by Supplier or a partner designated by Supplier, either at a time and location designated by Supplier or online. Proctored online exams are administered by a Supplier partner and are not the responsibility of Supplier. If the Certification Candidate wishes to take an Exam online, he/she may be required to complete an additional registration with this partner and accept additional Terms and Conditions and Privacy Policy – made available under ProctorU Terms of Service and ProctorU Privacy Policy in the partner's system. In this case, billing is done directly between the Certification Candidate and the partner. A Certification Candidate is required to complete an Exam or tasks within the duration noted on the Certification Description. The type, whether proctored or unproctored exam environment, the duration, the number of questions or tasks, and the Passing Score may vary depending on the level of difficulty of the exam. Details on the type, duration, number of questions and the Passing Score. are described in the respective Certification Description at <https://learn.softwareag.com/> or in the descriptions of the respective training courses (e.g. for Associate certifications).

## 10 EXAM

- .10.1 **Unproctored Exam:** The unproctored exam is a component of a self-paced training courses (e.g., for Associate certifications) and can be optionally taken within the training course itself.
- .10.2 **Proctored Exam:** The proctored exam is conducted on the agreed date and time, either online or at a location determined by Supplier.

## 11 TERMS OF USE FOR CERTIFICATES OF CERTIFICATION AND DIGITAL BADGES

- .11.1 **Terms of Use:** The Certified Practitioner is entitled to use the Certificate of Certification and/or Digital Badge to document his/her knowledge of the associated product or technology to third parties, such as the employer, colleagues or potential clients in unmodified form. In particular, the Certified Practitioner is not permitted to use the Certificate of Certification for purposes other than the aforementioned purposes, to modify a Certificate of Certification or to transfer it to third parties. The Certified Practitioner also acknowledges that the Certificate of Certification contains protected trademarks of Supplier. The Certified Practitioner shall not be granted any rights of use to these trademarks beyond the aforementioned purpose.

## 12 CERTIFICATE OF CERTIFICATION OWNERSHIP

- .12.1 **Certificate of Certification Ownership:** By successfully passing an Examination, the Certified Practitioner receives a corresponding Certificate of Certification and access to a Digital Badge and is exclusively entitled to use it. The Certification is not associated with a particular company (including the employer of the Certified Practitioner).

## 13 EXAMINATION REGULATIONS

- .13.1 **Examination Regulations:** The questions of an exam are displayed on the screen in the exam environment and must be answered by the Certification Candidate within the given framework (type, duration, passing score, etc.) as described in the respective Certification Description.
- .13.2 **Confidentiality:** The Certification Candidate acknowledges that the content of the examination is confidential. Dissemination (by oral or written communication), publication, or copying of exam content is not permitted.
- .13.3 **Examination regulations and aids for proctored Examinations:**
  - (a) The Examination is a closed-book exam, meaning any form of assistance during the conduct of a proctored examination is prohibited, whether the assistance is provided through resources such as books, notes, software programs, websites, etc., or through third parties (e.g. persons).
  - (b) During the proctored Exam, no software and application other than those required for the Exam applications (certification application) may be used.
  - (c) During the proctored Exam, no notes are allowed in any form, written, electronic, or any other format. This specifically includes screenshots.
  - (d) Cell phones and other communication devices or additional computers may not be used during the proctored exam - except the Proctor temporarily requests in an online Exam to show the Exam environment with the camera of an additional device.
  - (e) Certification Candidates are not permitted to communicate with other Certification Candidates during the Exam.
  - (f) Certification Candidates are not permitted to read information from other Certification Candidates' screens during the Exam.
  - (g) The Proctor is not permitted to answer questions or provide assistance on the content of the Exam or specific Exam questions.
  - (h) The configuration of the computer (personal or provided by Supplier) used to perform the proctored Exam and checked and confirmed by the Proctor must not be changed during a proctored Exam.

Violation of the aforementioned Examination regulations will result in immediate disqualification of the Certification Candidate from the Examination and the Certification Candidate will not be allowed to take any other Supplier Certification Examination for a minimum of twelve (12) months.

- .13.4 **Retake guideline for proctored exams:** Candidates not earning a Passing Score, may elect to retake a Certification Examination after a waiting period of thirty (30) days.
- .13.5 **Inspection:** It is not possible to check the specific missed questions within the framework of proctored Exams, a final score is presented to the Certification Candidate immediately following the submission of the Exam.

## 14 CERTIFICATION REVIEW AND WITHDRAWAL OF CERTIFICATIONS, REPLACEMENTS AND RETIREMENTS

- .14.1 **Content:** The Exam questions, the number of questions, the Passing Score, the selection criteria for the Exam questions and other Exam parameters may be changed by Supplier at any time and without prior notice. Previous Exam results are not affected.
- .14.2 **Withdrawal:** Exams and Certifications may be withdrawn or replaced by others without notice, especially in the case of new product versions or changes in the underlying technology.
- .14.3 **Validity:** The validity of a Certification may be limited in time. Certified Practitioners are responsible for keeping their skills and Certifications current. If a Certification becomes outdated, it may be replaced or retired (e.g. removed entirely). If the validity has expired, the Certified Practitioner acknowledges that the Certificate of Certification and the Digital Badge does not correspond to the current state of knowledge related to the respective Supplier product or technology.

## 15 WARRANTIES

- .15.1 **Training:** Supplier warrants that the Certified Instructors who present the Training will be suitably qualified or experienced in accordance with industry standards. Supplier does not warrant that the Training will meet the Customer's business requirements. Supplier cannot guarantee that every Participant will obtain the full benefit of the Training. The Customer must ensure that Training Participants have the necessary pre-requisite experience and show a full

commitment to the learning process to enable its Training Participants to meet the specific learning objectives of the Training.

- 15.2 **Supplier Warranties:** SUPPLIER SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

- 15.3 **Exam Results:** Supplier is in no way responsible for the exam results. Supplier warrants that the Exam content reflects the current state of the respective topics and technologies and that the proposed answers are unambiguous.

## 16 CONFIDENTIALITY

- 16.1 **Confidentiality:** The Customer shall treat as confidential all information provided by Supplier in connection with this Agreement and shall have the right to use such information only to perform the individual contract concerned. The Customer shall keep the Statement of Work confidential from unauthorized third parties, including all Supplier customers.

- 16.2 **Customer Data:** Supplier will store data of the Customer's employees registered for Training where such data relates to the business relationship between the Customer and Supplier. Supplier shall not disclose Customer's data to unauthorized third parties.

## 17 LIMITATION OF LIABILITY

- 17.1 **Limitation of Liability:** Neither party excludes liability to the other for death or personal injury arising from the negligence of its employees, agents or subcontractors.

- 17.2 **Damages:** EXCEPT AS PROVIDED IN SECTION ABOVE, IN NO EVENT SHALL CUSTOMER BE ENTITLED TO ANY MONETARY DAMAGES AGAINST SUPPLIER, REGARDLESS OF THE FORM OF ACTION ALLEGED, IN EXCESS OF THE FEES ACTUALLY PAID TO SUPPLIER BY CUSTOMER UNDER THIS SOW. IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER FOR ANY LOSS OF PROFIT, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY CLAIM THAT ARISES FROM OR RELATES IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION ALLEGED, EVEN IF SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY OF ANY KIND.

## 18 GENERAL

- 18.1 **Anti-Corruption:** The parties recognize and agree that they will comply with laws, regulations, rules and requirements against bribery, money laundering, and anti-corruption including the Foreign Corrupt Practices Act of the United States of America. By virtue of the foregoing, the parties declare, and undertake as follows: (i) each party and its owners, directors, officers, employees and agents have not, nor will make, any of the following actions: offer, promise to pay or to authorize the direct or indirect payment of money or any value to any Foreign official in relation to this Agreement. Each party acknowledges that for the purposes of this clause, 'Foreign official' is any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in any official capacity, or on behalf of any such government, department, agency or instrumentality or for, or on behalf of, any such public organization; (ii) none of the owners, directors, officers, partners, employees, agents or close relatives (spouses, children, parents and siblings) of the parties is currently or has been, during the past year, a government official, representative or employee of a political party, holder of a public office or candidate for public office. The parties agree that they shall inform the other party promptly and in writing, if any of these people assume such charges during the time in which remain as owners, directors, officers, partners, employees, or agents of each of them; (iii) all information that has been provided by the parties is complete, true and accurate. Neither party will prepare, or approve any contract or other document or will make a record either of them knows or has reasons to know that is false, inaccurate or incomplete. Non-compliance with the provisions of this clause shall grant to the affected party the right to terminate the Agreement immediately with notice.

- 18.2 **Force Majeure:** If the performance of this Agreement or any obligation under this Agreement, except for the making of payments, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other Act of God or casualty or accident, or strikes or labor disputes affecting third-party vendors, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation, ordinance, demand or requirements of any governmental agency, denial of service attacks, cybercrimes or malware caused by a third party, failure of utilities or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected will take all reasonable steps to avoid or remove such cause of non-performance and will resume performance hereunder with dispatch whenever such causes are removed.

- 18.3 **Governing Law:** This Agreement and any dispute, claim or controversy arising out of or relating to this Agreement shall be exclusively governed by and construed in accordance with the Governing Law/Jurisdiction depending on the location of the Customer according to the Order Form as follows:

Location of Customer	Governing Law	Exclusive Jurisdiction
United Kingdom and Ireland	Laws of England and Wales	Courts of England
U.S.A., Canada, Middle- and South America,	Laws of the State of New York, United States of America	Courts of New York, United States of America
Germany, Austria and Switzerland	Laws of the Federal Republic of Germany	Courts of Saarbrücken, Saarland, Germany
Middle East	DIFC	DIFC
Rest of the World	Laws of England and Wales	Courts of England

Notwithstanding the foregoing, where both ARIS and the Customer have their offices as set out in the order form in the same country, the courts and the laws of that country shall have exclusive jurisdiction and apply to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement, regardless of the governing law chosen by the Parties.

- 18.4 **Non-waiver:** No waiver or retraction of a waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom such waiver is sought. The failure of either Party to exercise any right granted herein, or to require the performance by the other Party hereto of any provision in this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

- 18.5 **Notices:** All notices, demands, or other communications by any Party to the other shall be deemed to have been duly given when: (i) made in writing and delivered in person with signed receipt, (ii) sent via a nationally recognized, traceable, overnight delivery carrier, to the address detailed in the order form, or to such address as the Parties may provide to each other in writing from time to time; and/or (iii) sent via written e-mail to the relevant contact(s). Notice will be effective upon delivery.

- 18.6 **Amendments in writing:** No variation of this Agreement shall be binding unless it is agreed in writing and signed on behalf of both parties by a duly authorized representative. No variation or omission from or addition to any of the terms and conditions of this Agreement whether written or oral shall be binding upon Supplier unless expressly accepted in writing by Supplier.

- 18.7 **Severability:** If any Clause (or part of any Clause) of this Agreement is determined by a court of competent jurisdiction to be or becomes illegal, unenforceable or in conflict with any law governing this Agreement, such clause shall be adjusted to the minimum extent necessary (most closely reflecting the legal and

economic intent of the parties) to cure such unenforceability, illegality or conflict and the remainder of this Agreement (and the remainder of the relevant Clause) shall remain in effect in accordance with its terms as modified by such adjustment.

- .18.8 **Entire Agreement:** This Agreement as may be amended from time to time constitutes the entire agreement between the parties and supersedes all previous communications, non-fraudulent representations or prior and contemporaneous agreements (written or oral) between the parties with respect to the subject matter hereof.
- .18.9 **WAIVER OF RIGHT TO A JURY TRIAL:** EACH OF SUPPLIER AND CUSTOMER EXPRESSLY, KNOWINGLY, VOLUNTARILY, AND FULLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT OR ANY CLAIM OR ACTION IN CONNECTION WITH OR RELATED TO THIS AGREEMENT AND THE EVENT. The parties to this Agreement have read the Agreement, understand it, and agree that each has had the opportunity to have the Agreement reviewed by legal counsel.