

ICCBBA LICENSE AGREEMENT  
("Agreement")

The ISBT 128 information standard and its accompanying databases, reference tables, documentation and software tools are licensed and not sold. ISBT 128 is owned by ICCBBA and protected by copyright, trade secret, and other applicable laws of the United States and other countries.

Organizations that have registered with ICCBBA as either vendor, limited use vendor, or facility licensees and are in good standing with respect to license fees ("Licensee" or "you") are licensed to use ISBT 128 and ICCBBA's other intellectual property described herein subject to all the terms and conditions of this Agreement.

**Agreement**

By registering with ICCBBA and using ISBT 128 the Licensee accepts and agrees to be bound by the terms and conditions of this Agreement. If you are accepting the terms and conditions of this Agreement on behalf of the Licensee, you represent and warrant that you have full authority to bind the Licensee to the terms and conditions of this Agreement. You acknowledge and agree that ICCBBA is unwilling to make ISBT 128 and its other intellectual property available without the Licensee's acceptance and agreement to be bound by the terms and conditions of this Agreement.

**1. Definitions.**

- 1.1. "ISBT 128" is an international information standard for transfusion and transplantation and includes the documentation (which means text and/or graphical documentation, whether in electronic or printed format, that describes the features, functions and operation of the information standard), databases and software tools that define such standard, including without limitation, any updates, extensions and derivative works to any of the foregoing. ISBT 128 is owned by ICCBBA and is protected by the copyright, trade secret, and other laws of the United States and other countries.
- 1.2. "ICCBBA Web Site" means the Internet website operated and maintained by ICCBBA located at [www.isbt128.org](http://www.isbt128.org), or at any successor URL as ICCBBA may indicate, through which the Licensee shall have password-controlled access to ISBT 128.

**2. Services.**

- 2.1. Access to ISBT 128. ICCBBA shall (i) grant the Licensee access through the ICCBBA Web Site to documentation pertaining to ISBT 128, including, among other things, ISBT 128 and ICCBBA's electronic databases related to ISBT 128, including ICCBBA's Facility Identification Database and Product Description Code Database; (ii) provide updates related to ISBT 128, as they become generally available, through the ICCBBA Web Site; (iii) provide notices in connection with ISBT 128 through the ICCBBA Web Site; and (iv) enable the Licensee to self-select a password (via the on-line request page) to gain access to the "Licensees Only" section(s) of the ICCBBA Web Site.
- 2.2. Currentness. ICCBBA shall use its commercially reasonable efforts to make available ISBT 128 through the ICCBBA Web Site, including data in databases pertaining to ISBT 128, in a complete, accurate and current manner. ICCBBA may from time to time publish on the ICCBBA Web Site any corrections or updates related to ISBT 128, including without limitation, corrections to inaccurate or incomplete data in any databases pertaining to ISBT 128. Notwithstanding this Section 2.2, the Licensee acknowledges that data contained in the Facility Identification Database can only be as accurate as the most recent information provided by facilities to ICCBBA.
- 2.3. Use of Marks. ICCBBA hereby grants to the Licensee a non-exclusive, royalty-free, limited, revocable license to use "ISBT 128," the ICCBBA name and other ICCBBA approved logos and

trademarks identified by ICCBBA from time to time through the ICCBBA Web Site, including without limitation, marks identifying vendors and limited use vendors licensed to use ISBT 128 and their products supporting the use of ISBT 128 ("Marks") in the Licensee's promotional materials during the Term of this Agreement solely for purposes of communicating that the Licensee is an authorized user, vendor, or limited use vendor of ISBT 128, as applicable. Use of the Marks is subject to ICCBBA's branding and usage guidelines for the Marks now in existence or as may be provided or updated from time to time on the ICCBBA Website. ICCBBA will notify the Licensee in the event that ICCBBA updates its branding and usage guidelines, and the Licensee shall have 90 days from receipt of such notice to conform its use of the Marks to the updated branding and usage guidelines, unless a longer period of time is agreed to by ICCBBA in writing. The Licensee shall not use or display the Marks in a manner that is disparaging or detrimental to ICCBBA or ISBT 128, or which would, or is likely to, diminish the value of ISBT 128 or harm the reputation of ICCBBA, or which suggests that the Licensee is affiliated with, associated with, or endorsed by ICCBBA. At ICCBBA's request, the Licensee shall submit all proposed uses of the Marks for ICCBBA's approval prior to any use or distribution, which approval shall not be unreasonably withheld or delayed. The Licensee acknowledges and understands that this Section 2.3 only conveys to the Licensee a limited right of use and does not convey any other right, title or ownership interest in the Marks. All goodwill accrued in connection with use of the Marks shall inure to ICCBBA. The Licensee agrees that it shall in no way contest or deny the validity of, or ICCBBA's right or title in, the Marks, and shall not encourage or assist others directly or indirectly to do so.

- 2.4. Use of Trade Secrets and Confidential Information. ICCBBA hereby grants to the Licensee a non-exclusive, royalty-free, limited, revocable license to use Trade Secret and/or Confidential Information belonging to ICCBBA. "Trade Secrets," as used herein, includes, but is not limited to, ICCBBA's electronic databases related to ISBT 128, including ICCBBA's Facility Identification Database and Product Description Code Database. Trade Secrets also includes lists of customers, customer contacts, and information describing customer requirements, lists of suppliers, specifications and designs of products and services, costs, methods of operation, marketing, sales and management techniques, administrative procedures, methods of determination of prices, financial condition, profits, sales, net income, indebtedness, future plans, formulae, patterns, compilations, programs, devices, methods, techniques, and processes, and all other information as to the business affairs of ICCBBA or ICCBBA's customers that is not generally known to the public or outside of ICCBBA's business, all of which, as the same may exist from time to time, is or may, in whole or in part, be subject to trade secret protection under applicable law. Licensee understands that ICCBBA has expended substantial resources over a significant period of time to obtain, develop, and preserve the Trade Secrets from unauthorized use by or disclosure to those outside ICCBBA's business. Licensee further understands that those outside of ICCBBA's business would likewise have to expend substantial resources over a significant period of time to obtain and develop the foregoing in the absence of unauthorized disclosure to those outside of ICCBBA's business. Licensee acknowledges that the foregoing are all confidential and extremely valuable, special, and unique assets of ICCBBA, and that any unauthorized disclosure or use of ICCBBA's Trade Secrets will cause ICCBBA immediate and irreparable harm.
- 2.5. Warranty Disclaimer and Limitation of Liability. ICCBBA provides no representation or warranty that the Licensee's use of ISBT 128 is suitable for any particular purpose and the selection, use, efficiency and suitability of ISBT 128 is the sole responsibility of the Licensee. ICCBBA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE, WITH RESPECT TO ISBT 128 AND THE MARKS, INCLUDING, WITHOUT LIMITATION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. ICCBBA DOES NOT REPRESENT OR WARRANT THAT ACCESS TO THE ICCBBA WEBSITE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT LICENSEE WILL ACHIEVE ANY PARTICULAR LEVEL OF INTEROPERABILITY WITH OTHER USERS OF ISBT 128, OR THAT ANY USER'S MISUSE OF ISBT 128 WILL BE DETECTABLE OR CORRECTED BY ICCBBA. UNDER NO CIRCUMSTANCES SHALL ICCBBA'S LIABILITY TO LICENSEE OR ANY THIRD

PARTY UNDER ANY THEORY OR CAUSE OF ACTION EXCEED THE CURRENT ANNUAL LICENSE FEE PAYABLE BY THE LICENSEE TO ICCBBA HEREUNDER, AND ICCBBA WILL IN NO CIRCUMSTANCES BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR DAMAGES FOR LOSS OF DATA, BUSINESS OR GOODWILL OR ANY OTHER CONSEQUENTIAL LOSSES OF ANY NATURE ARISING FROM THE USE OF ISBT 128 OR THE MARKS.

**3. Responsibility of the Licensee.**

- 3.1. Password Security. The Licensee shall ensure that its passwords for access to secured portions of the ICCBBA Web Site are (i) securely used and maintained, (ii) only made available on a need to know basis to the Licensee's employees and to the Licensee's contractors bound by a written agreement to comply with the Licensee's obligations under this Agreement, and (iii) in compliance with any password requirements as may be established by ICCBBA from time to time upon notice to the Licensee. The Licensee shall ensure that the passwords are changed when employees and contractors with password access leave the Licensee's employment or fulfill their engagement with the Licensee (as applicable), or if the passwords become or are reasonably suspected to have become known to unpermitted users. The Licensee shall indemnify, defend, and hold harmless ICCBBA from any and all claims, actions, costs, damages, and expenses (including reasonable attorneys' fees) incurred by ICCBBA arising from the Licensee's or its employees' or contractors' breach of this Agreement.
- 3.2. Trade Secret Protections. In addition to the obligations imposed in Section 3.1, Licensee shall use at least commercially reasonable efforts to secure ICCBBA's Trade Secret information. Commercially reasonable efforts to secure ICCBBA's Trade Secret information must include, but are not limited to, such efforts as Licensee uses to prevent its own similarly sensitive information from being disclosed to third parties. Licensee agrees to limit the creation of electronic and/or hard copies of Trade Secret information to strictly an "as needed" basis, and agrees not to reverse engineer any aspect of ISBT 128 or ICCBBA's Trade Secret information without prior written authorization. ICCBBA shall have the right to inspect Licensee's policies and procedures for maintaining the security of its sensitive information and to request that additional commercially reasonable measures be implemented with respect to the security of ICCBBA's Trade Secret information.
- 3.3. Proper Use and Version Control. The Licensee shall consistently follow and apply ISBT 128 for purposes of promoting interoperability between facilities and products of licensees of ISBT128 and maximizing the utility of ISBT 128 across its users, reasonably cooperate with ICCBBA upon ICCBBA's request to resolve any interoperability issues between such users, and report to ICCBBA nonconformities with ISBT 128 that it encounters upon receipt of ISBT 128-labeled products from third parties. While ICCBBA will use commercially reasonable efforts to promote interoperability, it makes no representation or warranty that any particular level of interoperability will be achieved or that any misuse or defects will come to its attention or be corrected by any users. The Licensee shall ensure that copies of all ICCBBA documentation and databases made by the Licensee are controlled and reviewed to ensure that they are updated to the most recent versions in a timely manner.
- 3.4. Marking. Licensee shall not disturb, and shall reproduce in all copies of ISBT 128, any trademark, copyright, or other proprietary notices within ISBT 128.
- 3.5. Unique Identification. Where a Licensee assigns Donation Identification Numbers, the Licensee shall only use Donation Identification Numbers commencing with a Facility Identification Number as assigned to the Licensee by ICCBBA, and shall ensure that Donation Identification Numbers are unique and the same such number is not assigned to more than one donation.

4. **Grant of License.** Subject to payment of applicable fees, and subject to all of the terms and conditions of this Agreement:

- 4.1. Licensed Vendor: ICCBBA hereby grants to each Licensee (who completed a Registration Form, as defined in Section 5.2, for vendors that was accepted by ICCBBA) during the Term of this Agreement a limited, revocable, non-exclusive license, without the right to sublicense, to access, download, reproduce, use and make back-up and archival copies of ISBT 128 databases and documents and any Developments thereto for the Licensee's business purposes, including without limitation, to develop software, instrumentation or other products which access, download, or use ISBT 128 databases or portions thereof.

Where, under the auspices of the license granted in this Section 4.1, the Licensee distributes to third parties software or other products that contain copies of ICCBBA documentation or databases, the Licensee (i) shall acknowledge ICCBBA's copyright, trade secret, and other intellectual property rights in ISBT 128 in such materials, and (ii) shall ensure that appropriate agreements are in place with the Licensee's customers or other users of such materials that are no less protective of ICCBBA's rights in ISBT 128 than the terms of this Agreement and, which name ICCBBA as a third party beneficiary with the right to enforce such agreements as necessary to protect its rights in ISBT 128.

Licensees receiving a license under this Section 4.1 agree that (i) ICCBBA may name them in its lists of licensed vendors distributed through the ICCBBA Web Site and otherwise, and (ii) ICCBBA may link to such Licensees' web sites as part of their online vendor profiles on the ICCBBA Web Site. Licensees receiving a license under this Section 4.1 shall also have a right to link to the ICCBBA Web Site from their own web sites during the Term of this Agreement, provided that they may in no way suggest through such linking that the Licensee is affiliated with, associated with, or endorsed by ICCBBA; nor does such right to link give the Licensee any right to track the users of the ICCBBA Web Site.

- 4.2. Limited Use Licensed Vendor: ICCBBA hereby grants to each Licensee (who completed a Registration Form, as defined in Section 5.2, for limited use vendors that was accepted by ICCBBA) during the Term of this Agreement a limited, revocable, non-exclusive license, without the right to sublicense, to access, download, reproduce, use and make back-up and archival copies of ISBT 128 databases and documents and any Developments thereto for the Licensee's business purposes limited to providing consultancy services to ISBT 128 users or to developing software applications which access, download, or use ISBT 128 databases or portions thereof, but do not read, print, or otherwise process ISBT 128 data structures.

Where, under the auspices of the limited use license granted in this Section 4.2, the Licensee distributes to third parties software or other products that contain copies of ICCBBA documentation or databases, the Licensee (i) shall acknowledge ICCBBA's copyright, trade secret, and other intellectual property rights in ISBT 128 in such materials, and (ii) shall ensure that appropriate agreements are in place with the Licensee's customers or other users of such materials that are no less protective of ICCBBA's rights in ISBT 128 than the terms of this Agreement and, which name ICCBBA as a third party beneficiary with the right to enforce such agreements as necessary to protect its rights in ISBT 128.

Licensees receiving a limited use license under this Section 4.2 agree that (i) ICCBBA may name them in its lists of licensed vendors distributed through the ICCBBA Web Site and otherwise, and (ii) ICCBBA may link to such Licensees' web sites as part of their online vendor profiles on the ICCBBA Web Site. Licensees receiving a limited use license under this section 4.2 shall also have a right to link to the ICCBBA Web Site from their own web sites during the Term of this Agreement, provided that they may in no way suggest through such linking that the Licensee is affiliated with, associated with, or endorsed by ICCBBA; nor does such right to link give the Licensee any right to track the users of the ICCBBA Web Site.

- 4.3. Licensed Facility: ICCBBA hereby grants to each Licensee (who completed a Registration Form, as defined in Section 5.2, for facilities that was accepted by ICCBBA) during the Term of this Agreement a limited, revocable, non-exclusive license, without the right to sublicense, to: assign ISBT 128 Donation Identification Numbers; label products with ISBT 128 data structures; and, on

an as-needed basis, to access, download, reproduce, use and make back-up and archival copies of ISBT 128 databases and documents and any Developments thereto for the Licensee's internal business purposes.

- 4.4. Retained Rights. Subject to the rights granted in this Agreement, ICCBBA retains all right, title and interest in and to ISBT 128 and its Trade Secret information, and the Licensee acknowledges that it neither owns nor acquires any additional rights in and to ISBT 128 and/or ICCBBA's Trade Secret information not expressly granted by this Agreement.
- 4.5. Ownership. ICCBBA owns all intellectual property and proprietary rights in and to ISBT 128 and its Trade Secret information, including all invention(s), ideas, concepts, discoveries, developments, know-how, trade secrets, techniques, methodologies, modifications, improvements, works of authorship, documentation, analyses, data, writings, transcripts, audio and video tapes, reports, records and derivative works of ISBT 128, (and all intellectual property rights therein whether or not protectable under state, federal, or foreign patent, trademark, copyright, trade secret or similar laws), made by the Licensee to or using ISBT 128 (collectively, "Developments"). The Licensee hereby assigns to ICCBBA the Licensee's the entire right, title, and interest (including, without limitation, intellectual property rights) for the entire world in and to all Developments. The Licensee shall execute all documents and take all such other actions as reasonably requested by ICCBBA to vest in ICCBBA intellectual property rights in the Developments.

ICCBBA acknowledges that each Licensee receiving a license under Section 4.1 may incorporate ISBT 128 into its products ("Vendor Products"); provided that "Vendor Products" excludes ISBT 128 and ICCBBA's Trade Secret information and only refers to the non-ISBT 128 portion of the applicable product. Subject to ICCBBA's intellectual property rights in ISBT 128 and its Trade Secret information, ICCBBA acknowledges that as between ICCBBA and the Licensee, all other rights, including intellectual property rights, to Vendor Products belong to the applicable Licensee.

ICCBBA acknowledges that each Licensee receiving a license under section 4.2 may incorporate ISBT 128 into its products ("Limited Use Vendor Products"); provided that "Limited Use Vendor Products" excludes ISBT 128 and only refers to the non-ISBT 128 portion of the applicable product. Subject to ICCBBA's intellectual property rights in ISBT 128, ICCBBA acknowledges that as between ICCBBA and the Licensee, all other rights, including intellectual property rights, to Limited Use Vendor Products belong to the applicable Licensee.

- 4.6. Restrictions. The Licensee shall not (i) copy or duplicate ISBT 128 except as otherwise permitted under this Section 4; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of ISBT 128 or the ICCBBA Web Site is compiled or interpreted, and the Licensee acknowledges that nothing in this Agreement will be construed to grant the Licensee any right to obtain or use such source code; (iii) modify ISBT 128, or create any derivative product thereof, except as permitted under Section 4.1; (iv) challenge the validity of ICCBBA's intellectual property rights in ISBT 128 or the Marks, or contest the fact that the Licensee's rights under this Agreement are solely those of a licensee and terminate upon termination of this Agreement; (v) interfere with or disrupt the ICCBBA software or systems used to host ISBT 128 or the ICCBBA Web Site, or other equipment or networks connected to either of the foregoing, or disobey any requirements, procedures, policies or regulations of networks connected to either of the foregoing made known to the Licensee via the ICCBBA Web Site or otherwise; or (vi) circumvent the user authentication or security of the ICCBBA Web Site or any host, network, or account related thereto.

## 5. Payment; Activity Reporting; Audits

- 5.1. Fee Schedule. The Licensee shall pay fees in consideration of the license to use ISBT 128 according to then-current fee schedule shown on the ICCBBA Web Site, as may be updated from time to time. The Licensee acknowledges fees vary depending on the Licensee's activities

in connection with ISBT 128. All fees are shown in United States Dollars. The fee schedule will be reviewed annually by the ICCBBA Board of Directors and is subject to change. The Licensee is responsible for payment of any taxes in connection with its use of ISBT 128.

- 5.2. Registration Fee. The Licensee shall pay an initial registration fee as specified on the ICCBBA Web Site (depending on whether the Licensee is a facility, vendor, limited use vendor or otherwise) ("Registration Fee") upon registration. Registration means completing and submitting the applicable registration form available on the ICCBBA Web Site ("Registration Form") and having ICCBBA accept such form.
- 5.3. Initial License Fee. The Licensee shall also pay an initial license fee as specified on the ICCBBA Web Site at the time of registration ("Initial License Fee"). This fee provides license rights from the date of payment until the 31<sup>st</sup> of December of the same year.
- 5.4. Annual License Fees. Thereafter, the Licensee shall pay annual license fees as specified on the ICCBBA Web Site, ("Annual License Fees") for licensee rights in each successive calendar year. ICCBBA shall invoice the Licensee for payment of the applicable Annual License Fee in the first quarter of each successive calendar year. The Licensee shall pay the Annual License Fee within thirty (30) days after receipt of each invoice. Failure to timely pay any Annual License Fees shall be a material breach. ICCBBA reserves the right to charge interest on overdue payments at a rate of 1.5% per month or the highest rate allowed by applicable law, if higher.
- 5.5. Activity Reporting. On or before October 31 of each calendar year, the Licensee shall provide ICCBBA with complete and current annual activity data requested on the "Annual Return" form available through the ICCBBA Web Site, as such form may be updated from time to time by ICCBBA, in order to allow ICCBBA to assess license fees for subsequent years. In the event the Licensee does not timely provide its Annual Return form or fails to provide its Annual Return form, ICCBBA shall have a right to estimate annual activity data and assess license fees based on its estimate for subsequent years.
- 5.6. Audit Rights. ICCBBA will have the right, at its own expense, upon reasonable prior notice, periodically no more than once per calendar year, to inspect and audit the records of the Licensee with respect to matters covered by this Agreement and for purposes of verifying Annual License Fees due from the Licensee at a reasonably specified time to minimize, to the extent practical, disruption to the operations of the Licensee. If such inspection and audit reveals that the Licensee has underpaid ICCBBA with respect to any amounts due and payable hereunder, the Licensee shall promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 5.4. If the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by the Licensee during the period to which such inspection and audit relates, the Licensee shall reimburse ICCBBA for the cost of such inspection and audit. The foregoing inspection and auditing rights shall extend throughout the Term and for a period of two (2) years after the termination of this Agreement.

## **6. Term and Termination**

- 6.1. Initial Term. This Agreement shall commence on the date that ICCBBA accepts the Licensee's Registration Form and (i) the Licensee pays the Registration Fee under Section 5.2 above, or (ii) the Licensee pays the Initial License Fee under Section 5.3 above, and shall continue in effect for an initial term ending the 31<sup>st</sup> of December of the same year in which the Agreement commenced.
- 6.2. Renewal Terms. Thereafter, this Agreement shall automatically renew for additional one-year terms, subject to Section 6.3, including ICCBBA's right to terminate for non-payment of Annual License Fees in accordance with Section 6.3 below. The initial term of this Agreement and all renewal terms are collectively referred to as the "Term."

- 6.3. Termination. The Licensee may terminate this Agreement at any time during the Term upon thirty (30) days prior written notice to ICCBBA. Either party may terminate this Agreement upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach. ICCBBA does not have any obligation to refund any fees paid to it in connection with termination.
- 6.4. Effect of Termination. Termination or expiration of this Agreement shall be without prejudice to: (i) the right of ICCBBA to receive all payments accrued and unpaid as of the effective date of such termination or expiration; (ii) the remedy of either party in respect to any previous breach of this Agreement; and (iii) any other provisions of this Agreement that expressly or necessarily call for performance after such termination or expiration. Upon termination for any reason or expiration of this Agreement, the Licensee shall immediately cease all uses of the Marks, immediately take down any links on its web sites pointing to the ICCBBA Web Site, and promptly return or destroy, as directed by ICCBBA, all copies of ISBT 128 and ICCBBA's Trade Secret information, including without limitation, all copies of ICCBBA databases and documents in its possession. In addition:
- 6.4.1. Facility licensees shall immediately cease to allocate ISBT 128 Donation Identification Numbers, and cease to label their products with ISBT 128 data structures.
- 6.4.2. Vendor licensees shall immediately cease to use ISBT 128 in their products or services (including in and on Vendor Products, as defined in Section 4.5), cease to distribute to any third parties any products or services incorporating ISBT 128, cease to advertise any of their products or services as ISBT 128 compliant, and cease to refer to themselves as vendors licensed to use ISBT 128.
- 6.4.3. Limited Use Vendor licensees shall immediately cease to use ISBT 128 in their products or services (including in and on Limited Use Vendor Products, as defined in Section 4.5), cease to distribute to any third parties any products or services incorporating ISBT 128, cease to advertise any of their products or services as ISBT 128 compliant, and cease to refer to themselves as vendors licensed to use ISBT 128.

## 7. General Provisions.

- 7.1. Notices. All notices under this Agreement must be in writing to be effective. Except where this Agreement permits ICCBBA to give notice by means of the ICCBBA Web Site, all notices that either party desires or is required to give to the other hereunder shall be given in writing by (i) personal delivery, (ii) reputable overnight courier, or (iii) first class mail postage prepaid, return receipt requested or facsimile transmission acknowledged as received addressed as follows:

To the Licensee, at the address provided by the Licensee on the Registration Form (as defined in Section 5.2).

To ICCBBA: ICCBBA  
Attn: Executive Director  
P.O. Box 11309  
San Bernardino, CA 92423-1309 USA

Or, for courier deliveries:

ICCBBA  
Attn: Executive Director  
1901 Orange Tree Lane, Suite 200  
Redlands, CA 92374 USA  
Fax: +1 909 793 6214

All such notices shall be effective upon receipt. Either party may change its notice address by a

notice given to the other in the manner provided for in this Section, provided that ICCBBA may also change its notice address and fax number by means of notice given through the ICCBBA Web Site. Changes to the Licensee's mailing address and fax number provided on an Annual Return Form will be deemed as changes to the Licensee's notice information for purposes of this Section. Any notice that is to be delivered across international borders, shall be sent by a reputable courier service that will guarantee delivery to the addressee by the fifth (5<sup>th</sup>) business day after deposit with the courier service.

- 7.2. Governing Law. The laws of the State of California, USA, in which state ICCBBA operates, shall be applicable to the interpretation of this Agreement without regard to conflicts of law principles of such State. All claims arising out of or relating to this Agreement shall be brought solely in the U.S. federal courts for the Eastern Division of the Central District of California, USA, and the state courts located in San Bernardino County, California, USA.
- 7.3. Assignment. Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, except that the Licensee may, upon prior notice to ICCBBA, assign this Agreement and/or any rights or interests hereunder, or delegate any of its obligations hereunder, to a successor pursuant to a merger, consolidation or sale, to an entity which acquires that portion of the Licensee's business to which this Agreement pertains, or to an affiliate of the Licensee. An affiliate of the Licensee is a party that controls, is under common control with, or is controlled by, the Licensee.
- 7.4. Dispute Resolution. In the event that a dispute arises between the Licensee and ICCBBA, which is not promptly resolved in the routine framework of the relationship of the parties, the following dispute resolution procedures shall be followed:
- Within ten (10) business days of a written request by either party, the parties' respective executive team leaders/senior executive representatives shall meet to resolve the issue; if these persons cannot resolve the issue within ten (10) business days of the meeting, then the issue shall be submitted to the Licensee's Chief Executive Officer and ICCBBA's Executive Director.
  - This dispute resolution process may occur concurrently with the exercise of other rights and remedies available under this Agreement. This provision shall not apply to claims for equitable relief (e.g., injunction to prevent disclosure of confidential information).
- 7.5. Remedies. In the event of any breach or threatened breach of this Agreement, the Licensee acknowledges that ICCBBA's remedies at law may not be adequate and in addition to any money damages, ICCBBA shall be entitled to pursue equitable or injunctive relief without the necessity of posting a bond.
- 7.6. Survival. All defined terms and Sections 2.3 (last sentence), 2.5, 3.1 (last sentence), 4.4, 4.5, 4.6, 5.6, 6.4, and 7 shall survive any termination of this Agreement.
- 7.7. Waiver. The waiver of any of the terms or provisions of this Agreement in any one or more instances shall not be deemed a permanent waiver thereof or a waiver of this entire Agreement. No waiver shall be effective unless in writing signed by the waiving party.
- 7.8. Severability. In the event that any provision of this Agreement shall be held illegal or otherwise unenforceable, such provision shall be severed and the entire Agreement shall not fail on account thereof and the balance of this Agreement shall continue in full force and effect.
- 7.9. Headings. The captions and headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or content of this Agreement or the construction of any provision hereof or of any document or instrument referred to herein.



7.10. Compliance with Law. In performing their obligations under this Agreement, ICCBBA and the Licensee shall comply with all applicable laws, rules and regulations.

7.11. Entire Agreement/Modification. This Agreement constitutes the entire agreement between ICCBBA and the Licensee relating to its subject matter, and supersedes any prior understandings, whether written or oral, relating to its subject matter. This Agreement may not be modified or amended except by a written agreement signed by an authorized representative of each party. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile or other electronic signature.

7.12. Translation. This English version of this Agreement, regardless of whether a translation in any other language is or shall be made, shall be the only authentic one. Any translation of this Agreement in another language prepared for any reason shall be a non-binding accommodation of no legal effect, and the English version of this Agreement, including any amendments hereto, shall govern.

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