**CDCB END USER TERMS AND CONDITIONS AGREEMENT**

**FOR YOUR USE OF QUICK DISCOVERY OF CLOSE RELATIVES**

This Agreement includes the complete description of your rights and obligations regarding the Quick Discovery of Close Relatives (“**QDisc**”) provided by the CDCB. You should read the entire Agreement.

* This Agreement grants you a specific limited license only to use the Quick Discovery of Close Relatives service provided by the CDCB. You must qualify with the CDCB as a CDCB certified nominator and follow the CDCB’s instructions to access the Quick Discovery of Close Relatives service provided by the CDCB.
* You may disclose the results of the Quick Discovery of Close Relatives services only to the owner of the animals that are the subject of the Reports, as defined below, and only as long as the substance of the information is not materially modified and you include prominent recognition and acknowledgement of CDCB as the origin of the information.
* You may not use or incorporate any information provided by CDCB as part of a competing genetic or genomic prediction or estimate of genetic or genomic merit or traits.

You acknowledge and agree to, and you must include a warning and disclaimer to your customers that includes the information described in, the following two paragraphs:

* The CDCB strives for accuracy, but the results of the Quick Discovery of Close Relatives are unofficial and may deviate from the discovery service for the same animals otherwise generated from the CDCB’s full service. These differences may occur for a variety of reasons, including but not limited to:
	+ The Quick Discovery of Close Relatives uses a reduced ICAR-defined SNP data set compared to the CDCB full service.
	+ The Quick Discovery of Close Relatives results are generated automatically with minimum manual oversight by the CDCB.
	+ There are limitations in the maximum number of close relatives reported by sex.
	+ Genomic data provided by the farmer, data collector, and the nominator, including animal breed identification, used to generate the Quick Discovery of Close Relatives results may not be accurate.
	+ There is limited quality control, quality analysis, or other processes to ensure the quality of the data used to generate the Quick Discovery of Close Relatives results.
	+ There may be errors caused by the CDCB in the Quick Discovery of Close Relatives.
* The CDCB is not responsible for any actions taken by you, your customers, or others based on information provided by the CDCB. You assume the risk of using or providing information provided by the CDCB to make decisions regarding operating costs, herd management, culling, breeding, animal health, semen and animal sales and purchases, ranking animals within or across herds, or otherwise. The Quick Discovery of Close Relatives results are only one input that may be used for the purpose of making these decisions. These decisions must be made with care based on a variety of factors unique to the owner of the animals that are the subject of the Reports, with full acknowledgement that the Quick Discovery of Close Relatives results are an approximation of the full services.

This Agreement is a legal agreement between [cdcb certified nominator], a [STATE] [ENTITY TYPE] (referred to as “**User**” and “**You**”), and the Council on Dairy Cattle Breeding, an Ohio nonprofit corporation (“**CDCB**”) permitting User to access and use, subject to the terms of this Agreement and only with respect to the CDCB’s Quick Discovery of Close Relatives service as identified by the CDCB in its sole discretion: (i) CDCB’s software and accompanying documentation provided electronically (“**Software**”) and (ii) services relating to User’s access and use of the Software or otherwise resulting from this Agreement, including the provision of a website and database, content therein, and information generated therefrom or otherwise received by User from accessing and/or using the Software, including without limitation, reports, data, numeric results, scores, evaluations, predictions, results, and hardware and software relating thereto (collectively, “**Services**”). This Agreement does not limit a User’s right to use software provided by the United States Department of Agriculture Animal Genomics and Improvement Laboratory.

1. **LICENSE GRANT**. Subject to the terms of this Agreement, CDCB grants User a nonexclusive, nontransferable license to access and use the Software and Services without the right to sublicense such rights, provided User unconditionally agrees to access and use the Software and Services in accordance with this Agreement (“**License**”). Under the License, User may print out, or otherwise make, printed or electronic copies of the Quick Discovery of Close Relatives results (collectively, “**Reports**”). Any such Reports are provided as part of the Services, and the defined term “Services” as used in this Agreement includes the defined term “Reports” for all purposes. Any updates, modifications, enhancements or new versions of the Software and Services provided or made available to User by CDCB, in accordance with Section 13 of this Agreement, shall be considered Software and Services subject to this Agreement. CDCB may at any time and for any reason elect to modify, discontinue, delete or restrict any aspect or feature of the Software and Services without notice to User or any liability to CDCB or any CDCB Party (as defined in Section 2); however, CDCB agrees to make commercially reasonable efforts to provide User with prior notice of any such changes.
2. **DISCLAIMERS**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, (A) THE SOFTWARE AND SERVICES ARE PROVIDED “AS-IS” AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CDCB AND ITS MEMBERS, DIRECTORS, OFFICERS, LICENSORS, SUBCONTRACTORS AND AGENTS (“**CDCB PARTIES**”) DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE AND SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND ACCURACY; (B) NEITHER CDCB NOR ANY CDCB PARTY WARRANTS THAT THE SOFTWARE AND SERVICES ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; (C) USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF CDCB’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND (D) EACH OF CDCB AND THE CDCB PARTIES DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS.
3. **ASSUMPTION OF RISK**. USER ASSUMES ALL RISK AND LIABILITY FOR THE USE OF THE SOFTWARE AND SERVICES, WHETHER IN TERMS OF OPERATING COSTS, GENERAL EFFECTIVENESS, SUCCESS OR FAILURE, HERD MANAGEMENT, CULLING, AND BREEDING DECISIONS, DECISIONS RELATED TO HEALTH DATA, SEMEN AND ANIMAL SALES AND PURCHASES, AND REGARDLESS OF ANY ORAL OR WRITTEN STATEMENTS MADE BY CDCB, BY WAY OF TECHNICAL ADVICE OR OTHERWISE, RELATED TO THE USE OF THE SOFTWARE AND SERVICES. EACH OF THE CDCB PARTIES SHALL HAVE NO LIABILITY OR RESPONSIBILITY THEREFOR.
4. **LIMITATIONS ON LIABILITY**. THE TOTAL LIABILITY OF CDCB AND THE CDCB PARTIES IN THE AGGREGATE TO USER OR ANY OTHER PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, AND SERVICES WILL BE LIMITED TO THE PAYMENTS RECEIVED FROM USER WITHIN THE LAST TWELVE (12) MONTHS WITH RESPECT TO THE SPECIFIC USE OF THE SOFTWARE OR SERVICES THAT IS ALLEGED TO HAVE RESULTED IN LIABILITY TO USER. CDCB AND THE CDCB PARTIES SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY TYPE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE, OR SERVICES, WHETHER OR NOT CDCB AND ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER BASED UPON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE). CDCB AND THE CDCB PARTIES SHALL HAVE NO LIABILITY FOR ANY DAMAGES RESULTING FROM ALTERATION, DESTRUCTION OR LOSS OF ANY DATA OR INFORMATION INPUT, GENERATED OR OBTAINED FROM ACCESS OR USE OF THE SOFTWARE AND SERVICES, WHETHER OR NOT CDCB AND THE CDCB PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF DAMAGES AND LIABILITIES SET FORTH IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN CDCB AND USER, AND THE PRICING FOR THE SOFTWARE AND SERVICES REFLECTS SUCH LIMITATIONS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES (SUCH AS CONSEQUENTIAL OR INCIDENTAL DAMAGES), OR THE EXCLUSION OF IMPLIED WARRANTIES AND LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.
5. **USERS**. In order for User to access and use the Software and Services, Users shall register with CDCB as a certified nominator, pay all applicable fees associated with use of the Software and Services (“**Fee**”) and otherwise follow CDCB’s instructions for use of the Software and Services. User is responsible and wholly liable for all acts or omissions committed with respect to User’s access to the Software or Services, including via upload, file transfer, download, or otherwise. User shall not permit any access to the Software or Services by any individual who is not an authorized representative of User who is bound by appropriate confidentiality provisions. User shall access and use the Software and Services solely by accessing the CDCB ftp website or other interface or protocol determined by CDCB in its sole discretion. Any and all personal information obtained from User or a representative by CDCB relating to this Agreement and the Software and Services is subject to CDCB’s privacy policy, and User agrees to the terms and conditions of such privacy policy.
6. **USER REPRESENTATIONS AND WARRANTIES**. User represents and warrants to CDCB that this Agreement shall be binding on User, and, unless User is an individual, User represents and warrants that this Agreement was executed by an authorized signatory of User with the authority to enter into binding agreements on behalf of User.
7. **PROPRIETARY RIGHTS**. The Software and Services are protected by applicable United States and foreign laws and treaties, including copyright laws and treaty provisions. CDCB or its licensors own all rights, title and interests in the Software and Services, including trade secrets, patents, copyrights and database rights, and the Software and Services shall remain the sole and exclusive property of CDCB or its licensors. Except as provided in Section 1 of this Agreement, or by other agreement with CDCB, User has no, and is not granted, any right, title, interest or license in the Software or Services.
8. **RESTRICTIONS ON USE**.
	1. Software and Services. Except as otherwise expressly provided in this Agreement, User agrees to: (i) only use the Software and Services in the manner, and for the purposes, expressly specified in this Agreement; (ii) not decompile, disassemble, analyze or otherwise examine the Software and Services for the purpose of reverse engineering (except to the extent this restriction is expressly prohibited by applicable law); (iii) not delete or in any manner alter any notices, disclaimers or other legends contained in the Software and Services or appearing on any screens, Reports, or other materials obtained by User through use of the Software and Services (“**Notices**”); (iv) reproduce and display all Notices on Reports User makes, in accordance with this Agreement; (v) not provide service bureau facilities or commercial time-sharing services to any other party or supporting operations for any other party through the access or use of the Software or Services; (vi) not attempt to access any systems, programs or data of CDCB or any CDCB Party that are not licensed under this Agreement, or otherwise made available by CDCB or a CDCB Party for public use; (vii) not copy, reproduce, republish, upload, post, transmit, or distribute the Software or Services, or any portion thereof, or facilitate or permit any other party to do so, except as contemplated by the CDCB’s then current policy statement and schedule of fees for Quick Discovery of Close Relatives services or as authorized by CDCB in writing or in any written policy (such as the CDCB Data Access Policy); (viii) not use any device or software to interfere or attempt to interfere with the proper operation of the Software and Services; (ix) not ship, transmit, transfer, or export the Software and Services into any country or use the Software and Services in any manner prohibited by United States export laws, restrictions or regulations; (x) not use or facilitate the use of the Software or Services in any manner that relates to a competing close relative assessment or discovery, genetic or genomic evaluation, prediction, or estimate of genetic or genomic merit or traits; and (xi) abide by all applicable local, state, national and international laws and regulations.
	2. Reports. Reports shall only be used by User, with proper attribution as required by Section 8(c), as follows: (i) Reports may be used for internal noncommercial research purposes; (ii) Reports may be used for internal business purposes; and (iii) Reports may be disclosed, represented, or otherwise communicated to only the owner of the animals that are the subject of the Reports, as long as the substance of such Reports is not materially modified and User complies with this Agreement and any written policy of CDCB. User shall not represent itself as accredited, certified, recognized, or otherwise approved by CDCB or any CDCB Party in relation to User’s use or disclosure of the Reports.
	3. Attribution. To the extent User is permitted under this Agreement or otherwise in writing to disclose or communicate Services or Reports to other parties, User shall ensure that any such disclosure or communication includes prominent recognition and acknowledgement of CDCB as the origin of such Services or Reports and any related terminology.
9. **USER ACCESS DATA**. User agrees that CDCB and the CDCB Parties are permitted to access any information or data User inputs or provides while accessing or using the Software and Services (collectively, “**User Access Data**”), for the sole purpose of ensuring proper access and use of the Software and Services by User in accordance with this Agreement and to maintain and troubleshoot Software and Services. Following User’s submission of User Access Data to CDCB, CDCB has access to such User Access Data in accordance with this Agreement. Subject to the terms and conditions of this Agreement, CDCB may store and otherwise maintain User Access Data in its discretion, and CDCB shall follow the same archival procedures for User Access Data as CDCB employs for its own data, as modified from time to time in CDCB’s discretion. In the event of any loss or damage to User Access Data, User’s sole and exclusive remedy shall be for CDCB to use commercially reasonable efforts to replace or restore the lost or damaged User Access Data from the latest backup of such User Access Data which CDCB has maintained in accordance with its standard archival procedures.
10. **CONFIDENTIALITY**. User acknowledges that the Software and Services, including but not limited to Reports constitute and contain confidential, proprietary and copyrighted information and subject matter of CDCB and the CDCB Parties (“**Confidential Information**”). Except as expressly permitted under this Agreement, User agrees to not, directly or indirectly, without CDCB’s prior written consent: (a) use the Confidential Information for any purpose; (b) divulge, discuss, provide, transmit, copy, make available or otherwise communicate the Confidential Information to any other party; or (c) permit any other party to use such Confidential Information. “Confidential Information” shall not include information that, as shown by competent evidence: (w) is in or enters the public domain without breach of this Agreement; (x) was possessed by User prior to first receiving it from CDCB or a CDCB Party; (y) was developed by User independently and without use of or reference to the Confidential Information; or (z) was received by User from another party without restriction on disclosure and without breach of a nondisclosure obligation. Notwithstanding the foregoing, each party shall be permitted to disclose Confidential Information of the other party if such disclosure is required by law, provided that the party required to disclose Confidential Information of the other party shall give prompt notice of such requirement to the other Party so it will have the opportunity to seek a protective order or other appropriate remedy and cooperate in the other party’s attempts to obtain confidential treatment of such Confidential Information.
11. **TRADENAMES AND TRADEMARKS**. This Agreement does not grant to any party a license to use any trademark, trade name, or logo of the other party, and each party recognizes that the trademarks, trade names, and logos of the other party represent valuable assets of that party and that substantial recognition and goodwill are associated with such trademarks, trade names, and logos. Each party hereby agrees that it shall not use or permit any party to use, at any time, the other party’s trademarks, trade names, or logos.
12. **INJUNCTIVE RELIEF**. Each party acknowledges that a violation of Section 8, Section 10, or Section 11 of this Agreement would cause irreparable harm to the other party for which no adequate remedy at law exists and each party therefore agrees that, in addition to any other remedies available, the aggrieved party shall be entitled to seek injunctive relief to enforce the terms of Section 8, Section 10, or Section 11. The prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees incurred because of any such legal action.
13. **HARDWARE AND SERVICE REQUIREMENTS**. User is solely responsible for acquiring, servicing, maintaining, and updating all equipment, computers, software and communications services (such as long distance phone charges) not owned or operated by or on behalf of CDCB, that allow User to access and use the Software and Services, and for all expenses relating thereto (plus any applicable taxes). User agrees to access and use the Software and Services in accordance with any and all operating instructions or procedures that may be issued by CDCB, and amended by CDCB from time to time. CDCB and the CDCB Parties do not make any commitments with respect to use or performance of the Software and Services with any browsers.
14. **PERFORMANCE**. User understands and agrees that the operation and availability of the systems used for accessing and interacting with the Software and Services, including, the public telephone, computer networks and the Internet or to transmit information, whether or not supplied by User or CDCB, can be unpredictable and may, from time to time, interfere with or prevent the access to, or the use or operation of, the Software and Services. CDCB and the CDCB Parties are not in any way responsible for any such interference with, or prevention of, User’s access or use of the Software and Services.
15. **TRAINING AND SUPPORT**. Unless User and CDCB enter into a separate agreement, CDCB will not provide any training or support to User relating to the Software and Services. CDCB will provide User with updates and enhancements for the Software and Services to the extent that CDCB generally makes such updates and enhancements available.
16. **INDEMNITY**. User agrees to defend, indemnify and hold CDCB and each CDCB Party, as well as the members, directors, officers, agents, and employees of CDCB and each CDCB Party, harmless from any losses, liabilities, damages, actions, claims or expenses (including reasonable attorneys’ fees and court costs) arising or resulting from or caused by: (a) any use of any information that relates to or derives from the Software and Services, whether by User or any third party that receives such information from User or for which User facilitates the receipt of such information; (b) User’s breach of any term of this Agreement; or (iii) acts or omissions performed by User or under any means of User’s access to the Software or Services.
17. **U.S. GOVERNMENT USERS**. If User uses the Software and Services on behalf of a U.S. Government agency, this Agreement constitutes the entire agreement between the Government agency and CDCB with respect to the subject matter of this Agreement and is binding on government users in accordance with the policy stated at Federal Acquisition Regulation (FAR) 48 CFR §§ 12.211 and 12.212 (for non-defense agencies) or Defense FAR Supplement (DFARS) 48 CFR §§ 227.7201 and 227.7202 (for defense agencies). Pursuant to Federal Acquisition Regulation (FAR) 48 C.F.R. § 12.212 (for non-defense agencies) and Defense FAR Supplement (DFARS) 48 C.F.R. § 227.7202-1 (for defense agencies), the Government’s rights in the Software and Services with respect to the subject matter of this Agreement are limited to those rights granted in this Agreement.
18. **TERMINATION**. User’s right to use the Software and Services shall be effective from the date User accepts this Agreement by signing below, and shall terminate when User ceases all access and use of the Software and Services and provides CDCB with notice of such termination or as otherwise provided in this Agreement. CDCB may terminate this Agreement immediately if User breaches a material term of this Agreement and fails to remedy that breach within two business days after notice from CDCB. Upon termination of this Agreement, all rights, including the License granted to User, under this Agreement will cease, and User’s access to the Software and Services may be disabled. Upon termination of this Agreement, Sections 2–4, 6–12, and 16–21 of the Agreement, along with all payment obligations under this Agreement, CDCB’s then current Fee Schedule for Genomic Discovery of Close Relatives service, or otherwise, shall survive such termination.
19. **ELECTRONIC AGREEMENT/NOTICES**.
	1. Notices. All questions, comments or notices concerning this Agreement shall be submitted to CDCB by User via its Redmine Platform (redmine.uscdcb.com) or such other protocol as CDCB may develop.

or via mail at: Council on Dairy Cattle Breeding

Attention: Customer Support

One Town Centre

4201 Northview Dr., Suite 302

Bowie, MD 20716

All notices to be given under this Agreement to User shall be submitted by CDCB via email at the account User provided to CDCB pursuant to Section 5 or to User upon accessing the Software and Services.

* 1. Acceptance. By signing below, User agrees and consents to (i) contract with CDCB for the Software and Services in accordance with this Agreement; (ii) receipt of electronic legal notices regarding this Agreement to the email account User provides or upon accessing the Software and Services; and (iii) that by signing below, User intends to be bound by this Agreement.
	2. Changes. User may (i) update its email information by providing notice to CDCB and/or (ii) withdraw such consent by providing notice to CDCB. Please be aware that if User withdraws its consent, such withdrawal of consent will not be effective until the date of receipt. The legal effect of this intervening time period is that User is still bound by the terms of this Agreement during such period. The legal consequence of withdrawing User’s consent shall not act to void or invalidate User’s actions prior to the effective date that shall remain subject to the terms of this Agreement. Upon withdrawing User’s consent, User will be responsible for all incurred fees and charges payable under this Agreement, CDCB’s then current Fee Schedule for the Discovery of Close Relatives, or otherwise.
1. **DISPUTE RESOLUTION**.
	1. Arbitration. In the event of any claim, controversy or alleged dispute between User and CDCB, its members or affiliates (“**Dispute**”), User shall attempt in good faith to amicably resolve any Dispute at least 30 days before instituting any legal proceeding. Each party agrees to submit any Dispute for resolution by final binding arbitration after serving written notice, which notice shall set forth in detail the controversy, question, claim or alleged breach along with such party’s attempt to resolve such Dispute. Upon such notice and attempt to resolve, the party may then commence an arbitration proceeding pursuant to the rules of the American Arbitration Association (“**AAA**”) to be held in Columbus, Ohio before an arbitrator to be selected by the AAA. Any such arbitration may only be commenced within one year after the party requesting arbitration obtains knowledge of the cause of action forming the basis of the controversy or claim accrued.
	2. Procedure. In any arbitration and subject to the ultimate discretion of the presiding arbitrator, each side will be limited to a maximum of one day of argument (including rebuttal), and the parties agree in good faith to minimize discovery burdens (e.g. confine the scope to actual areas in dispute and limit the topics and number of pages on which information is requested to matters directly relevant). The decision(s) of the arbitrator shall be final and binding and may not be appealed to any court of competent jurisdiction, or otherwise, except upon claim of fraud or corruption as provided by law provided; provided, however, that implementation of such decision(s) shall in no way be delayed or otherwise impaired pending the outcome of any such appeal. Judgment upon the award rendered in such arbitration may be entered by any court having jurisdiction thereof. User agrees that all Disputes will be limited between User and CDCB. To the full extent allowable by law, no arbitration proceeding or other dispute resolution proceeding shall be joined with any other party or decided on a class-action basis.
	3. Non-Arbitration Disputes. Notwithstanding the foregoing, the following matters shall not, at the election of CDCB, be subject to binding arbitration: (i) any Dispute related to, or arising from allegations of criminal activity; (ii) any Disputes concerning CDCB’s intellectual property rights; and (iii) any claim for injunctive relief. Any Dispute not subject to arbitration shall be decided by a state or federal court of competent jurisdiction within Columbus, Ohio. Each party hereby waives any claim that such venue is improper or inconvenient.
2. **MISCELLANEOUS**.
	1. Modifications. This Agreement, CDCB’s then current policy statement and schedule of fees for Quick Discovery of Close Relatives, and User’s payment of the Fee is the complete and exclusive statement of the agreement between User and CDCB regarding the subject matter of this Agreement, and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be modified by User except upon mutual agreement by the parties in writing signed by an authorized officer of CDCB. CDCB reserves the right, at any time, to change the terms of this Agreement, including its privacy policy, by providing User with notice of such changes. Any use of the Software and Services by User after CDCB’s publication or email of any such changes shall constitute User’s acceptance of the Agreement as modified.
	2. Force Majeure. CDCB shall not be responsible for any failure to perform due to causes beyond its reasonable control, including, acts of God, acts of terrorism, war, riot, embargoes, acts of civil or military authorities, national disasters, pandemic, epidemic, government action, strikes and the like.
	3. Governing Law and General Provisions. This Agreement will be governed by the laws of the State of Ohio, excluding the application of its conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the remainder of the Agreement, which shall remain valid and enforceable according to its terms. The words “and” as well as “or” shall be interchangeable to provide the broadest interpretation, and the word “including” shall mean “including without limitation” and “including but not limited to” to provide the broadest interpretation. The headings contained in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. CDCB’s failure to exercise or enforce any right or power under this Agreement shall not constitute a waiver of such right or power.
	4. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to confer upon any person other than the parties hereto and their respective successors and permitted assigns, any benefit, right or remedy under or by reason of this Agreement, except with respect CDCB Parties who shall be deemed third-party beneficiaries under this Agreement but solely with respect to those terms that specifically reference a CDCB Party.
	5. Counterparts. This Agreement may be executed and/or delivered in counterparts (including but not limited to by means of facsimile, DocuSign, or PDF/email), each one of which shall be deemed an original, but all of which together constitute one and the same agreement. Faxed, photocopied, and scanned signatures are acceptable and shall be deemed to have the same enforceability and binding legal effect as hand-written signatures delivered in person.

*[SIGNATURES ON NEXT PAGE]*

CDCB and User have caused this Agreement to be executed as of the dates set forth below by their respective officers thereunto duly authorized.

|  |  |
| --- | --- |
| [CERTIFIED NOMINATOR] | Council on Dairy Cattle Breeding |
| By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: | By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: |