

MISMO SOFTWARE COMPLIANCE CERTIFICATION PROGRAM
DISCLAIMER OF LIABILITY

THIS DISCLAIMER LIMITS THE LIABILITY OF MISMO AND ITS AFFILIATES. READ THE ENTIRE DISCLAIMER BEFORE RELYING ON ANY STATEMENT OF MISMO SOFTWARE COMPLIANCE CERTIFICATION OR ASSESSOR AUTHORIZATION. IF YOU RELY ON ANY STATEMENT OF MISMO COMPLIANCE CERTIFICATION OR ASSESSOR AUTHORIZATION AND THEREBY ACCEPT THE BENEFIT OF MISMO COMPLIANCE CERTIFICATION, YOU AGREE TO BE BOUND BY THE TERMS OF THIS CONSENT TO DISCLAIMER OF LIABILITY.

MISMO makes no representation that a product or component certified by MISMO (a “Certified Product”) will operate free from defect, without error or according to its applicable design standards, or that the Certified Product and the systems of third parties will be interoperable. MISMO also makes no representation that the services of Authorized compliance assessors (Authorized Assessors) will result in a Certified Product.

The MISMO Standards define certain behavior and characteristics a product or component must demonstrate as one aspect of the process to be certified as compliant with the applicable MISMO Standards. The current Standards are found at mismo.org.

LIMITED SCOPE OF MISMO SOFTWARE COMPLIANCE CERTIFICATION PROGRAM

MISMO is the organization responsible for developing, maintaining and interpreting the MISMO Standards. Additionally, the organization manages the day-to-day operations of the MISMO Software Compliance Certification Program (the “Program”).

The Program includes the following services which are provided by both MISMO and Authorized Assessors:

- Defining the program requirements and processes (MISMO)
- Reviewing self assessments for the Standard Level Program (MISMO)
- Conducting Premiere Level assessments (Authorized Assessors)
- Reviewing Authorized Assessor recommendations for the Premiere Level Program (MISMO)
- Determining in its sole discretion to certify an Applicant as MISMO Compliant (MISMO)
- Reviewing applications from Authorized Assessor candidates (MISMO)
- Determining in its sole discretion to authorize assessors to conduct Premier Level assessments(MISMO)

For Software Compliance Certification applicants, upon successful completion of the Program requirements, including payment of applicable fees and execution of the MISMO Compliance Certification Application Agreement, the Applicant will be deemed certified by MISMO for one or more domains. A MISMO Compliance Certification Mark License Agreement (the “License Agreement”) is then presented to the Applicant for execution. An Applicant may not use any MISMO Compliance Certification Mark (“Certification Mark”) unless it executes and abides by the License Agreement.

For Authorized Assessor applicants, upon successful completion of the Program requirements, including payment of applicable fees, the Applicant will be deemed authorized by MISMO to conduct assessments. A MISMO Compliance Assessor Authorization and Conditional License Agreement (the “License Agreement”) must also be executed by the Authorized Assessor applicant. An Authorized Assessor

applicant may not use any MISMO Authorization Certification Trademark (“Authorization Mark”) unless it executes and abides by the License Agreement.

Over time, MISMO may release new versions of the MISMO Standards and of the Program. This may include new MISMO Work Group specifications, new reference materials, or updated Program requirements. Formal releases are categorized as either a maintenance release or enhancement release, depending on the nature of the changes. The Program cannot predict the interval of new versions as it is dependent on MISMO for the Standards.

LIMITATION OF LIABILITY

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