

**-DRAFT-
FOR DISCUSSION PURPOSES ONLY**

**LETTER OF INTENT
CERTIFICATE AUTHORITY/BROWSER (“CAB”) FORUM**

The CAB Forum (“CAB FORUM”) Charter Members, Contributor Members and Associate Members are collectively referred to as the “Parties” and individually as a “Party” herein.

This Letter of Intent (LOI), including the Exhibits attached hereto, is intended to set forth and summarize the current state of discussions among the Parties with respect to the subject matter set forth below. Upon formation of the incorporated CAB FORUM, the intent is to sunset the existing unincorporated CAB Forum. Each Party agrees to proceed at its own risk and expense regarding the subject matter of this LOI until such time as it executes Membership Agreements for the CAB FORUM initiative or the termination of these negotiations, whichever is earlier.

The Parties agree that the provisions of this LOI are not legally binding on any Party and that this LOI does not create any legal rights or obligations among the Parties except as follows: the confidentiality obligations set forth in the Non-Disclosure Terms attached herein as Exhibit F are binding. This LOI is intended solely to facilitate negotiation and preparation of a definitive agreement which embodies the final understanding between the Parties. No Party will have any liability to another Party for discontinuing negotiations, provided that the confidentiality obligations set forth in the Non-Disclosure Terms are not breached.

No oral agreement or conduct of the Parties (including partial performance) shall be deemed to impose any obligation or liability on any Party. Each Party will be bound only on its execution of definitive written agreements. This LOI creates no relationship of joint venture, partnership, or agency between the Parties, and each Party acknowledges that no other facts or relations exist that would create any such relationship.

This LOI will be governed by the laws of the State of Delaware. This LOI may be executed in counterparts, each of which will be deemed an original. This LOI shall become effective and binding against a Party when executed by that Party. The execution by all Parties is not a condition to the commencement of an exchange of Confidential Information among those Parties that have executed and who are bound by this LOI.

Exhibits:

- Exhibit “A” - Governance Term Sheet
- Exhibit “B” - Membership Term Sheet
- Exhibit “C” - Timeline and Next Steps
- Exhibit “D” - IPR Policy
- Exhibit “E” - Non-Disclosure Terms [Need to discuss whether we need this]

By the signature of its duly authorized representative below, each Party acknowledges its agreement with this LOI, including Exhibits hereto.

Acknowledged and Agreed:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Anticipated Member Level: _____

Please execute two original documents. Keep one original for your records. Then FAX and send one original to:

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
FAX (XXX)XXX.XXXX

Copies of all documents will be supplied to all legal departments.

Exhibit “A” – March 24, 2012
CAB Forum Governance Term Sheet

Key Provisions

Go-No Go Decision: The Governance WG will determine if this proposal should be considered by the CAB Forum membership either alone or alongside other proposals. The CAB Forum membership and Governance WG can discuss and debate and offer changes to this proposal. The CAB Forum membership can either move to adopt this proposal once it has reached a point of balloting; or move to adopt it when a specified number of companies [and perhaps to include certain designated companies] or “critical mass” sign the LOI.

Entity: Options include either (a) Delaware nonprofit mutual benefit corporation, or (b) “contractual organization” without benefit of incorporation.

An application for exemption under I.R.C. Section 501(c)(6) must be filed for option (a). A contractual” organization under option (b) typically enters into an agreement with an administration services company to provide administration services for the organization, including maintaining a bank account. There are several identified administration services company would do this, and at least two other industry groups are set up this way. If we want to go down that path we would have to check with them to confirm services offered.

This proposal is flexible on the question of contractual control or incorporation – Microsoft’s preference is for contractual control because it seems to require the least formal organization, lowest costs of operation etc. However, if the needs of the Forum grow and exceed what is practical under contractual control, this proposal allows for incorporation too. I would suggest that we agree to what the Forum is signing up for, and then choose the final organization model.

Duration: Perpetual. Can be terminated by [75] % vote of the CAB Forum Members.

Definitions:

Governance: Board of Directors or Steering Committee

CAB Forum will be governed by a Board of Directors (“Board”) in the event it is formed as a nonprofit corporation and a Steering Committee (SC”) in the event that it is formed as a contractual organization.

The Board of Directors (“Board”) or Steering Committee shall consist of [9] elected directors or Steering Committee (“SC”) members.

The following companies will comprise an Initial or temporary Board or SC until elections (described below) are held: [Companies on Initial Board or SC TBD].

This element is just a proposal to address how to stock an initial Board or SC until elections are held. We may also constitute an Initial Board or SC with limited powers – for example, the Initial Board or

SC could be tasked with holding elections and not for constituting new Working Groups or ratifying Final Guidelines – those functions are for a formally elected Board or SC.

The Board or SC shall be comprised of no more than three entities that qualify for membership as “Browsers”.

Companies that become Members shall be eligible to be nominated (self or third party nomination) to run for a Board or SC seat as follows:

Five (5) Board or SC seats shall be reserved for Charter Members (defined below).

Two (2) Board or SC seats shall be reserved for Contributor Members (defined below).

Two (2) Board or SC seats shall be reserved for Associate Members (defined below).

Companies may have no more than one person serving on the Board or SC at any one time.

The terms of the Board or SC shall be staggered. The five (5) companies that get the highest number of votes in the first election of the Board or SC shall serve for two years. The four companies that get the lowest number of vote shall serve for one year. Following the expiration of the terms of the first elected Board or SC, the terms of all elected Board members shall be two years.

If there are an insufficient number of nominations to fill 5 seats reserved for Charter Members, or if fewer than 5 Charter Members receive the most votes out of 9 nominees, the remaining positions shall be filled by Contributor Members. If there are an insufficient number of nominations to fill 2 seats reserved for Associate Members, the remaining positions shall be filled by Contributor Members. Seats are reserved again for their intended Membership class at the next election.

The number of Board members may only be increased by a Supermajority vote of Charter Members and Contributor Members.

Chair of Initial Board or Initial SC. The Chairman of the Initial Board or SC shall be XXXXX.

While it does not have to be settled at this early juncture, this proposal gives the highest deference to the Forum’s longstanding leader, Tim Moses, as the de factor Chair of the Initial Board or SC – if he will have it.

Chair of the Board or SC (long term). Subsequently, the Chair of the Board or SC shall be elected from among the members of the Board or SC, and will serve for a one year period.

Working Groups: The Board or SC is responsible for creation, termination and selection of Chairs of such Working Groups as it deems necessary to meet and further the CAB Forum objectives.

Working Group Chairs will be selected from among Charter Members and Contributor Members.

It is anticipated that the Forum will sustain the following Working Groups or activities already in existence in the Forum at the time of formal organization under this proposal:

Technical Working Groups:
Governance WG

Revocation WG
BR v1.x (WG)
EV v1.x (WG)
EV Code Signing v1.x (WG)

Liaison Working Group: Membership in the Marketing/Promotion Working Group is open to all Charter Members and Contributor Members.

Other [TBD]

Voting Model:

Quorums:

Quorum not required for meetings or conference calls, but such meetings must be publicized and documented for Forum Members.

Two thirds constitutes Quorum for most votes.

Simple majority constitutes a Quorum for votes on general business matters.

Supermajority (total number of Board or SC Members less two (2)) constitutes a Quorum for votes extraordinary items: amend Bylaws, contracts or IPR Policy, chartering new Working Groups, expelling Members for violation of Membership Agreement.

Member Voting:

Working Group Voting. One vote for each entity that is represented in a Working Group (no matter how many representatives from a given entity participate in that Working Group)

- Two-thirds majority vote on matters relating to creation of Draft Guideline from WG Work Product
- WGs should attempt to achieve consensus that Draft Guideline has reached stage where it is ready to be considered by Members for adoption as a Final Guideline. Consensus is not a defined term but rather is an “aspirational” concept meant as guidance to Working Groups

CA and Browser Members Voting:

- CA and Browser Members vote on approval of Draft Guideline as Final Guideline.
- Affirmative votes of 75% or more of all Members required to approve a Draft Guideline as a Final Guideline

Board or SC Voting:

- Board or SC members vote on ratification of Final Guidelines.
- One vote for each Initial Board/Board or SC Member.
- Affirmative vote of a majority of Seats (5 of 9) required to ratify a Final Guideline.

Funds Remaining Upon Dissolution (in event CAB Forum is created as a corporate entity):

None expected but in the event there are remaining funds, they will be contributed to regional Section 501(c)(3) educational organizations to be identified by the Board or SC.

Membership: Open to entities that are CAs, Browsers, and members of the general public. Entities that meet membership requirements as CAs and Browsers may become Charter Members and Contributor Members, and members of the public may become Associate Members.

Levels of Membership (all Members are subject to the CAB Forum IPR Policy regardless of level)

- Charter Members
- Contributor Members
- Associate Members

Collectively these levels of membership are referred to as “Members.” The Charter and Contributor Members are collectively referred to as “CA and Browser Members.”

Associate Members

Annual Dues – [USD\$2,000]

Qualification – any member of the general public

- Eligible to participate in Technical WGs and vote on approval of WG Work Product as Draft Guidelines
- Eligible to be nominated (self or third party nomination) to run for and serve on a Board or SC seat. Two (2) Board or SC seats shall be reserved for Associate Members.
- Access to CAB Forum WG Work Product and Draft Guidelines (as defined in IPR Policy)
- Subject to CAB Forum IPR Policy (described in Exhibit B) for output of Working Groups in which the Associate Member participates.

Contributor Members

Annual Dues – [USD\$2,000]

Qualification – CAs and browsers as defined at <http://www.cabforum.org/forum.html>.

- Eligible to participate in Technical WGs and vote on approval of WG Work Product as Draft Guidelines
- Eligible to be nominated (self or third party nomination) to run for and serve on a Board or SC seat. Two (2) Board seats shall be reserved for Contributor Members.
- Eligible to chair and participate as a voting member in Working Groups
- Eligible to vote on approval of Draft Guidelines as Final Guidelines
- Access to CAB Forum WG Work Product and Draft Guidelines (as defined in IPR Policy)
- Subject to CAB Forum IPR Policy (described in Exhibit B) for output of Working Groups in which the Contributor Member participates.

Charter Members:

Annual Dues – [USD\$10,000]

Qualification - CAs and browsers as defined at <http://www.cabforum.org/forum.html>.

- Eligible to participate in Technical WGs and vote on approval of WG Work Product as Draft Guidelines
- Eligible to be nominated (self or third party nomination) to run for and serve on a Board or SC seat. Five (5) Board or SC seats shall be reserved for Charter Members
- Eligible to chair and participate as a voting member in Working Groups
- Eligible to vote on approval of Draft Guidelines as Final Guidelines
- Access to CAB Forum WG Work Product and Draft Guidelines (as defined in IPR Policy)
- Subject to CAB Forum IPR Policy (described in Exhibit B) for output of Working Groups in which the Charter Member participates.

Annual Dues are not specified in this proposal; the amounts shown are for illustration only. It is a goal of the CAB Forum to promote participation at every level, and as a priority the level of dues assessed should not be an impediment to membership in the Forum. It is proposed that Annual Dues be assessed annually after the issues of legal organization (ex. incorporation or contractual control), estimate of fixed costs (ex. compensation for an administration services company, attorney fees, etc.) are forecast, and an approximate levy of fees can be assessed across all members on a cost-recovery basis.

May Update: We estimate that based on similar organizations with a tightly defined scope of operations, the annual budget for a formally organized CAB Forum can be as low as USD\$100,000-150,000; it is the basis of this proposal that the Forum recover the bulk of its Annual Dues from Charter Members, and that we keep annual dues for other membership categories as low as permissible.

Approval of Draft Guidelines by the Working Groups

- The Board or SC will convene Working Groups deemed of interest to the CAB Forum.
- Work Group chairmen are chosen by the Board or SC from among Contributor and Charter Members.
- Work Groups are charged with deliberating and debating WG Work Product to the point of balloting it, and referring Draft Guidelines back to the CAB Forum membership for consideration and balloting as Final Guidelines.
- Members who participate in a WG may vote for approval on WG Work Product as Draft Guidelines, following the voting rules below (two thirds majority).
- Members in the WG are subject to CAB Forum IPR Policy (described in Exhibit B) for output of Working Groups in which the Member participates.

Definition: this proposal doesn't specify how we qualify which members have participated in the WGs, that work remains to be done. How do we assess who has participated in WG deliberations?

May Update: I think that DigiCert's proposal for measuring participation by voting members is both reasonable and pragmatic.

Approval of Final Guidelines by the CAB Forum

- CA and Browser Members in good standing may vote to approving Draft Guidelines as Final Guidelines
- An affirmative vote of 75% or more of CA and Browser Members is required to approve a Draft Guideline as a Final Guideline

Ratification of Final Guidelines by Board or SC

- A majority vote (5 to 4) of all Board or SC members will ratify Final Guidelines.

Appeal Process of Guidelines at various level of development

- The general appeal process will follow the flow of the voting model: appeals will be made to the CAB Forum, and may be appealed or referred to the Board or SC.
- Resolved appeals at each level will be referred back to the next level, e.g. the Board or SC will refer a resolved appeal to the CAB Forum, who may give additional consideration and renew the vote on the appeal, or send it back to the WG for additional review and consideration.
- The Board or SC may by a majority vote send back a Final Guideline for additional consideration by CA and Browser Members.
- The CAB Forum may also by a majority vote send back a Draft Guideline for additional consideration by members of a WG.

Public Participation Model of the CAB Forum

Based on our earlier discussion, it seems to be the consensus that the CAB Forum should benefit from as much openness in our discussions and deliberations as the strictures of organizing as a more formal organization will allow. This part of the proposal is submitted mostly for discussion, and it is predicated on the assumption of openness, but also works on the assumption that for full participation by members of the public, they must enroll as members, pay annual dues, and otherwise abide the terms of Forum membership – including agreeing to the IPR policy. This sets a higher bar than the so-called “Mozilla Policy”, but it is my preliminary understanding that the Mozilla Policy may not properly account for the IPR issues we are identifying for the Forum. In any case, this is only a proposal, and better ideas and options should be discussed.

May Update: based upon a vote of the CAB Forum we are beginning to move most deliberations to a public forum (public@cabforum.org), which is good; however it is apparent that the Forum still needs some guidance from the governance WG to make that migration as smooth as possible.

Moderated Discussion List (Charter Members and Contributor Members). Discussions among CAB Forum Charter Members and Contributor Members should take place over a listserv that is accessible to the general public. The listserv should follow the moderated listserv model of other organizations:

- The listserv should include an archive of discussions where members of the public can view the full traffic, past and present.
- The listserv should allow participation (send to all participants) only by Charter Members and Contributor Members.

- Minutes of face-to-face meetings and teleconference calls shall be collected, approved at a future meeting or conference call, and published to the listserv.

Moderated Questions alias. The CAB Forum shall maintain an email alias (cabfquest@cabforum.org) to receive questions and comments from members of the general public. The email alias should be moderated, and emails answered according to the expressed wishes of the CAB Forum.

Moderated Work Group Discussion List. Discussions specific to the work of Work Groups (Technical) shall take place over a listserv that is accessible to the general public. The listserv should follow the moderated listserv model of other organizations.

- Because WG participants must be subject to the CAB Forum IPR Policy, the listserv should allow participation (send to all participants) only by Members who have accepted the CAB Forum IPR Policy.
- The Chair of any WG can opt to maintain an email alias (ex. WG_Foo@cabforum.org) to receive questions and comments from members of the general public
- Minutes of face-to-face meetings and teleconference calls shall be collected, approved at a future meeting or conference call, and published to the listserv.

Publication of available Listservs, email aliases, and terms of participation. The CAB Forum will maintain a space known as “Publicly Available Information” on its website (www.cabforum.org) listing all available and active listservs, email aliases, and points of public contact (ex. PR contacts) with instructions on how members of the general public may access them. A list of Initial Board / Board or SC members will also be published to this website.

Publication and Notice of proposed Draft and Final Guidelines. The CAB Forum will maintain public resources on its website (www.cabforum.org) listing all available Draft and Final Guidelines and detailing their status before the CAB Forum. Draft and Final Guidelines will be open for public comment by the general public, and comments will be received at an identified alias (ex. BRcomment@cabforum.org).

Board or SC Proceedings – the proceedings of the CAB Forum Board or SC will be kept confidential, but any decisions taking in terms of ratification of Final Guidelines will be published on the CAB Forum’s website (www.cabforum.org)

Other Confidential Business of the Forum – the CAB Forum may maintain other proceedings confidential and non-public pursuant to the decision of the Board or SC: for example, discussion of security issues and their responses, discussion of issues under attorney-client privilege, and discussion of disciplinary issues or expulsion of any Member.

May Update: I think we still require progress on adopting the IPR policy and then deciding how that will apply to Forum deliberations before we open up participation to all members of the public. It is our understanding that to participate in membership discussions such as the development of guidelines, accepting the IPR policy and formally becoming a member is most often required of members of the general public. There is a distinct interest in protecting the IPR of Members that is not shared by all members of the general public; once we make progress on formal adoption of the IPR policy in a couple weeks, we can revisit the whole public versus moderated Forum debate.

Meantime, we should make progress on making our deliberations available in a read-only format to any member of the general public.

Initial Board/Board or SC Responsibilities:

- Setting direction of CAB Forum
- Managing outside administrator
- Creation of Working Groups and choosing Working Group Chairs from CA and Browser Members
- Approving new Memberships
- Approving the annual budget and setting Membership fees
- Termination of membership when a Member fails to maintain the Membership requirements.
- Approving liaison efforts with other organizations
- Other [?]

Officers (only in the event that CAB Forum is incorporated)/Key Positions:

- **Initial Board/Board or SC Chairman:** Reports to Initial Board/Board or SC. Executive authority responsible for the operational management of the CAB Forum
- Initial Board/Board elects officers by majority vote (not necessary in the event that CAB Forum is not incorporated):
 - **President:** Initial Board/Board Chair is also the President and manages the third party administrator on a day to day basis
 - **Secretariat:** Maintains minutes of Initial Board/Board and Working Groups and authenticates records of CAB Forum. Secretariat may delegate certain of its duties to third party administrator
 - **Treasurer:** Responsible for the financial affairs of the CAB FORUM. Treasurer may delegate certain of its duties to third party administrator
 - **Administrator** (VTM or GI or [?]): Reports to the Board or SC Chair. Duties include: Managing the day-to-day functions of the CAB FORUM (e.g., collecting fees and signed agreements, maintaining records, website, notices, minutes, tax returns, financial statements etc.)
 - **Legal:** either General Counsel or “Legal Committee” comprised of representatives from each of the Board or SC Companies (or from Charter and Contributor Members)

Confidentiality Model: CAB FORUM business is generally not confidential, but input into the WG process may be impacted by IPR policy. Where ever confidentiality need not be preserved, the presumption should be to make our proceedings open and visible without restriction. Membership by members of the general public may be required for full participation in the development of WG Work Product into Draft Guidelines, and full participation in Forum discussions.

Detail Provisions

Name: “CAB Forum”

Affiliates: IPR Policy and Membership Agreement or “Contract” will cover Member and its affiliates.

Trademark: No trademark (however, it might be a good idea to register the CAB Forum name as tradename "XXXXX")

Termination of Membership:

- Non-payment of dues, or
- For breach of the Membership Agreement/Contract upon notice with 30 days to cure, or
- No longer meet criteria for Membership

Exhibit “B” – March 17, 2012
CAB Forum Membership Term Sheet

Key Provisions

Members Benefits: See Exhibit A. [Will we try and recruit members? If so, would want a Recruiting Document which would set forth Member benefits]

Use of Name:

- Member may publicly disclose that it is Charter Member, Contributor Member or Associate Member as case may be
- May not identify product or service as being sanctioned by CAB Forum unless in accordance with policies and procedures sanctioned by CAB Forum
- CAB Forum will have rights to use name of Member in public lists and to announce that entity has joined the CAB Forum as part of Board /SC approved press releases, announcements, documents, and materials

Obligations:

- Each Charter Member must provide a Program Manager to devote a minimum of [5-10 hours per month] to the CAB FORUM
- Pay dues applicable to its class of Membership
- Bear its own expenses such as travel, employee compensation and incidentals
- Each Initial Board / Board or SC member must agree to meet any obligations including travel, time, costs etc to convene a quorum of the Initial Board / Board or SC.
- At all times during Membership meet or exceed Eligibility Criteria

Antitrust:

- All Members agree to comply with applicable antitrust laws pertaining to Membership in the CAB Forum.
- No conduct required which would violate applicable antitrust laws.
- All members consent to the disclosure of its name for the purpose of permitting the CAB Forum to invoke the protection of the National Cooperative Research and Production Act of 1993 (15 U.S.C. §§4301, et seq.) (in the event that CAB Forum is formed as an incorporated entity)

Copyrights: Set forth in IPR Policy attached as Exhibit D.

Intellectual Property Rights Policy: CAB Forum, if incorporated, will adopt the IPR Policy set forth on Exhibit D. If CAB Forum is created as a “contractual” entity

Limited Liability: Membership Agreement or contract to provide for waiver of consequential and punitive damages and lost profits etc. arising out of activities of Membership in the CAB Forum

**Exhibit "C" – March 24, 2012
CAB Forum Timeline and Next Steps**

TBD

**EXHIBIT "D" March 24, 2012
CAB FORUM INTELLECTUAL PROPERTY RIGHTS ("IPR") AGREEMENT**

**Exhibit “E” – March
CAB Forum Nondisclosure Terms**

1. **Confidential Information.** The Parties intend to engage in discussions regarding a new initiative, currently termed CAB Forum, as more particularly described in the LOI to which these Non-Disclosure Terms are attached. The fact of and the subject matter of such discussions, the LOI, and any and all writings relating thereto or arising therefrom, shall be deemed Confidential Information subject to these Non-Disclosure Terms.

2. **Obligation of Confidentiality.** The Parties will maintain the Confidential Information in confidence with at least the same degree of care that it uses to protect its own confidential and proprietary information, but no less than a reasonable degree of care under the circumstances, and will neither use, disclose nor copy such Confidential Information, except as necessary for its directors, officers, agents, attorneys and or employees with a need to know, for the purpose of creating the new initiative. Any copies of writings containing Confidential Information which are made will be marked “confidential,” “proprietary” or with a similar legend. Unless the Parties agree otherwise, this obligation of confidentiality will expire three (3) years from the date of disclosure. However, the Parties will not be liable for the disclosure of any information which is:
 - a) rightfully in the public domain other than by the Parties’ breach of a duty of confidentiality;
 - b) rightfully received from a third party without any obligation of confidentiality; or
 - c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing Party; or
 - d) independently developed by employees of the Parties; or
 - e) rightfully disclosed as required by law.

Notwithstanding the foregoing, upon the unanimous agreement of the Parties, the Parties may disclose Confidential Information to members of the existing CAB Forum.

3. **Residuals.** The Parties shall be free to use for any purpose the Residuals resulting from access to or work with the Confidential Information defined above. The term “Residuals” means information in non-tangible form, which may be mentally retained by persons who have had access to such Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Parties shall have no obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of Residuals. However, the foregoing shall not be deemed to grant a license under any copyrights or patents.

4. **No Obligation of Disclosure - Termination.** The Parties have no obligation to disclose Confidential Information to the other Parties. Any Party may terminate this LOI at any time without cause or penalty upon written notice to the other Parties; provided that a Party’s obligations with respect to Confidential Information disclosed during the term of this LOI will survive any such termination. Any Party may, at any time: (a) cease giving Confidential Information to the other Parties without any liability, and/or (b) request in writing the return or destruction of all or part of its Confidential Information previously disclosed hereunder, and all copies thereof, and the other Parties will promptly comply with such request, and certify in writing its compliance.

5. **General.**
 - (a) This LOI is neither intended to nor will it be construed as creating a joint venture, partnership or other form of business association among the Parties, nor an obligation to buy or sell products using or incorporating the Confidential Information.
 - (b) The Parties understand and acknowledge that no license under any patent, copyright or other intellectual property right is granted to or conferred upon any Party in the LOI, these Nondisclosure Terms or by the disclosure of any

Confidential Information by a Party to another Party as contemplated hereunder, either expressly, by implication, inducement, estoppel or otherwise, and that any license under such intellectual property rights must be express and in writing.

- (c) The failure of a Party to enforce any right resulting from breach of any provision of these Nondisclosure Terms by another Party will not be deemed a waiver of any right relating to a subsequent breach of such provision or of any other right hereunder.
- (d) These Nondisclosure Terms constitutes the entire agreement among the Parties with respect to the disclosure(s) of Confidential Information described herein, and may not be amended except in a writing signed by a duly authorized representative of the Parties who have executed this LOI. Any other agreements among the Parties, including non-disclosure agreements, will not be affected by this LOI.
- (e) Each individual Party shall be responsible for its own breach of these Non-Disclosure Terms, but no Party shall be responsible or liable for a breach by any other Party.