

ISDA CDM™ License Version 2.0

Effective date of version 2.0: February 26, 2019

© 2018-2019 The International Swaps and Derivatives Association, Inc.

1. Definitions

- (a) “Licensor” means International Swaps and Derivatives Association, Inc. (“ISDA”).
- (b) “Larger Work” means a work, including but not limited to computer software, that combines the ISDA CDM v2.0, or portions thereof with material not governed by the terms of this License.
- (c) “License” means this document.
- (d) “ISDA CDM v2.0” means the methodology and documentation of any version 2.0 or sub-version with the designation of “2. _” (e.g., 2.1, 2.2, 2.3, etc.) located at <https://portal.cdm.rosetta-technology.io>.
- (e) “You” means an individual or a legal entity exercising rights under, and complying with all of the terms of, this License or a future version of this License issued under Paragraph 6. For legal entities, “You” includes any entity which controls, is controlled by, or is under common control with You. For purposes of this definition, “control” means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. ISDA CDM v2.0 License

Licensor hereby grants You a world-wide, royalty-free, non-exclusive license, subject to third party intellectual property claims, to use, reproduce, modify, display, perform, and distribute the ISDA CDM v2.0 (or portions thereof) without modifications and solely as part of a Larger Work.

3. Required Notices

If You reproduce, distribute or display any of the ISDA CDM v2.0 in any form other than as part of computer software, then You agree to include in each such copy or display the notice in Exhibit A.

4. Use of ISDA CDM v2.0 in Larger Works

- (a) You may use the ISDA CDM v2.0 in a Larger Work, including but not limited to computer software, and distribute Your Larger Work under a license of Your choice, which may contain terms different from this License, provided that the license for Your Larger Work does not attempt to limit the recipient’s rights to use the ISDA CDM v2.0 apart from Your Larger Work.
- (b) You hereby agree to indemnify Licensor for any liability incurred by the Licensor as a result of the distribution, purchase, sale, reproduction, display or use of Your Larger Work.

5. Use of Designation "ISDA CDM"

- (a) You may use the designation “ISDA CDM”:

- (i) to identify the ISDA CDM v2.0 approved by Licensor; and
 - (ii) to make the truthful claim that computer software or any other product or service is based on or compliant with a specified version of ISDA CDM v2.0.
- (b) You agree not to use the designations "ISDA" or "ISDA CDM" in a misleading or untruthful way, or in a way that falsely suggests endorsement or sponsorship by, or affiliation with, Licensor. You further agree that you will not:
 - (i) identify any specifications or standards other than the ISDA CDM v2.0 approved by Licensor, or any computer software code containing such specifications or standards, including standards or specifications approved by ISDA that add to the ISDA CDM v2.0, unless those additions are clearly and conspicuously identified as such and in that event, You shall state conspicuously that they have neither been reviewed nor approved by ISDA;
 - (ii) advertise or promote any computer software or any other product or service as based on or compliant with ISDA CDM v2.0, unless You specify the version of the ISDA CDM v2.0; or
 - (iii) use the term "ISDA" or "ISDA CDM" as a trademark or part of a trademark for any software or any other product, or as a service mark or part of a service mark for any service.

6. Revisions of the License

- (a) Licensor may publish revised and/or new versions of the ISDA CDM v2.0 and/or the License from time to time. Each version will be given a distinguishing version number, beginning with the designation of "2.0" or higher. ISDA reserves the right in its sole discretion to designate new terms and conditions governing the licensing of such versions.
- (b) Once You have used the ISDA CDM v2.0 under a particular version of the License, You may always continue to use the same specifications under the terms of that version. You may also choose to use those specifications under the terms of any subsequent version of the License published by Licensor. No one other than Licensor has the right to modify the terms applicable to the ISDA CDM v2.0 under this or any other License.

7. DISCLAIMER OF WARRANTY

THE ISDA CDM V2.0 IS PROVIDED UNDER THIS LICENSE ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT THE ISDA CDM V2.0 IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE ISDA CDM V2.0 IS WITH YOU. SHOULD ANY OF THE ISDA CDM V2.0 PROVE DEFECTIVE IN ANY RESPECT, YOU (NOT THE LICENSOR) ASSUME THE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS LICENSE. NO USE OF ANY OF THE ISDA CDM V2.0 IS AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

8. Termination

This License and the rights granted hereunder will terminate automatically if You fail to comply with terms herein and fail to cure such breach within 30 days of becoming aware of the breach.

9. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, SHALL THE LICENSOR, ANY OF ITS MEMBERS, OR ANY DISTRIBUTOR OF DOCUMENTS OR SOFTWARE CONTAINING ANY OF THE ISDA CDM V2.0, OR ANY SUPPLIER OF ANY OF SUCH PARTIES, BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM SUCH PARTY'S NEGLIGENCE TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THAT EXCLUSION AND LIMITATION MAY NOT APPLY TO YOU.

10. Miscellaneous

This License represents the complete agreement concerning subject matter hereof. If any provision of this License is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. This License shall be governed by New York law provisions (except to the extent applicable law, if any, provides otherwise), including its conflict-of-law provisions. With respect to disputes in which at least one party is a citizen of, or an entity chartered or registered to do business in, the United States of America: (a) unless otherwise agreed in writing, all disputes arising under or relating to this License (excepting any dispute relating to copyright, trademark, patent or trade secret rights, which issues must be resolved through judicial action) shall be subject to final and binding arbitration, with the losing party paying all costs of arbitration; (b) any arbitration relating to this Agreement shall be held in New York City, under the auspices of JAMS/End Dispute; and (c) any judicial litigation arising under or relating to this agreement, including the enforcement of any arbitration award, shall be subject to the exclusive jurisdiction of the United States District Court for the Southern District of New York, or in the absence of that court having subject matter jurisdiction, to the jurisdiction of courts of the State of New York, with venue lying in New York County. The losing party shall be responsible for costs, including without limitation, court costs and reasonable attorney's fees and expenses. By using ISDA CDM v2.0 under this License you consent to the personal jurisdiction of the foregoing federal and/or New York state courts. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this License.

EXHIBIT A

- The ISDA CDM™ portions of this document are subject to the ISDA CDM™ License Version 2.0 (the "License"); you may not use the ISDA CDM except in compliance with that License. You may obtain a copy of the License at <http://www.isda.org/isda-cdm-2/>.
- The portions of the ISDA CDM™ distributed under the License are distributed on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License. You may obtain a copy of the License at <http://www.isda.org/isda-cdm-2/>.

- The Licensor of the ISDA CDM is the International Swaps and Derivatives Association, Inc., 10 East 53rd Street, 9th Floor, New York, NY 10022, ATTN: Office of the General Counsel. All Rights Reserved.