

- 10.4 Except as expressly provided in this article, the Members of the WLCG Collaboration provide no warranties or representations of any kind to the Community and shall have no liability to it with respect to the Software, it being understood that each member of the Community shall bear the consequences of its use of the Software.

Article 11 : Amendments

- 11.1 The WLCG Collaboration shall make every effort to ensure that the information contained in the Annexes to this MoU is kept up-to-date. To this end it shall review the information at least annually in time for the spring meeting of the C-RRB.
- 11.2 This MoU may be amended at any time, subject to the prior written agreement of the C-RRB, with the agreement of the Parties.

Article 12 : Disputes

- 12.1 The primary mechanism for the resolution of disputes shall be negotiation within the WLCG Collaboration in the first instance and then if necessary in the C-RRB. Should these fail to conclude, the dispute shall be finally settled by arbitration through the President of the CERN Council, who may adopt any form of arbitration process.
- 12.2 It is understood that any issues that have arisen during the lifetime of the prior Collaboration Agreements and Interim MoU's listed in Annex 10 shall be without prejudice to the rights and obligations laid down in this MoU. No party shall be entitled to reduce, retain or set-off any obligation under this MoU by invoking prior Collaboration Agreements and Interim MoU's.

Article 13 : Liability

- 13.1 Except as provided for in paragraph 9.2 of this MoU, the Parties shall have no liability towards each other for any loss or damage resulting from their use of the WLCG and related computing resources, including their participation in the WLCG Collaboration, nor shall they be liable towards the AF's defined in paragraph 1.4 of this MoU, it being understood that each Party shall hold the other Parties free and harmless from claims relating to transactions (other than its licensing of the AF's and Members of the LHC Experiments) that it has entered into with third parties.