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12.7 Relationship of the Parties. This Agreement will not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and the parties will at

all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party will have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

12.8 Notices. Unless otherwise set forth in this Agreement, any notice required or permitted hereunder will be deemed to be a valid notice for the purposes of this Agreement only if it (a) is in writing, (b) makes reference to this Agreement, and (c) is delivered in person, by reputable courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, in each case to the address of the intended recipient specified on the first page of this Agreement (or to such other address as may be designated by the intended recipient to the other party in accordance with this Section 12.8). Each such notice will be deemed given when received by the intended recipient.

12.9 Interpretation. The captions and headings used in this Agreement are inserted for convenience only, do not form a part of this Agreement and will not be used in any way to construe or interpret this Agreement. This Agreement will be deemed to have been drafted by all parties; no provision will be construed against either party by reason of the fact that it was drafted by such party. The words “include” and “including” will not be construed as terms of limitation and will therefore mean “including but not limited to” and “including without limitation.”

12.10 Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and merge and supersede any and all prior and contemporaneous agreements, understandings and communications between the parties, whether oral or written, with respect to such subject matter. This Agreement cannot be modified or amended except in a writing signed by both parties. No terms or conditions that are contained in any purchase order or other document submitted by Licensee will in any way modify or add to the terms of this Agreement, and any such terms or conditions that are in any way inconsistent with or additional to the terms of this Agreement are hereby rejected by Cloudian and will have no force or effect.