

**PRATTLE ANALYTICS
END USER AGREEMENT
SMART PHONE APP SUBSCRIBER**

THIS END USER AGREEMENT (this “Agreement”), effective as of the date accepted by you, on behalf of yourself (“CLIENT”) (the date of such acceptance being the “Effective Date”), is entered into by and between PRATTLE ANALYTICS, LLC, a Delaware limited liability company (“PRATTLE”), and CLIENT. In consideration of the mutual covenants and promises contained herein, PRATTLE and CLIENT hereby agree as follows:

1. DEFINITIONS. As used in this Agreement, the following capitalized terms shall have the following meanings and cognate expressions shall have corresponding meanings:

1.1 “*Authorized User*” means CLIENT who is authorized to access and use the PRATTLE Data and the PRATTLE Application.

1.2 “*PRATTLE Application*” means the Prattle App downloadable at <https://www.apple.com/ios/app-store/> and <https://play.google.com/store/apps>.

1.3 “*PRATTLE Data*” means the data and other information or materials provided by PRATTLE as part of this Agreement.

1.4 “*PRATTLE Portal*” means a front-end interactive display of PRATTLE Data accessible by CLIENT at portal.prattle.co.

1.5 “*Subscription*” means the subscription for PRATTLE Data accessed via the PRATTLE Application with the associated access to the PRATTLE Portal.

1.6 “*Subscription Elements*” means collectively the PRATTLE Data, PRATTLE Application, and PRATTLE Portal.

2. SUBSCRIPTION

2.1 Scope. Subject to the terms and conditions of this Agreement and in consideration of the Subscription Fees payable pursuant to Section 5, PRATTLE agrees to provide the Subscription.

2.2 Accounts. In order to receive the PRATTLE Data, manage delivery preferences, and access the PRATTLE Application and/or the PRATTLE Portal, CLIENT must set up a unique account with PRATTLE. Each account may be used only by CLIENT (which is the sole Authorized

User). CLIENT shall take all possible measures to protect the username and password for the account.

2.3 Delivery of PRATTLE Data. The PRATTLE Data shall be delivered through the PRATTLE Application and/or the PRATTLE Portal. CLIENT may manage delivery preferences for the PRATTLE Data under CLIENT's accounts. CLIENT shall be responsible for maintaining all third-party services, network connectivity and equipment necessary to receive push notifications, receive electronic mail, and access and use the Internet, including for configuring its spam filter and smart phone notifications settings to permit electronic delivery of the PRATTLE Data.

2.4 Suspension of Access. In addition to any other rights and remedies available to PRATTLE, PRATTLE reserves the right to suspend delivery of the PRATTLE Data and access to the PRATTLE Application and PRATTLE Portal in order to protect the security and integrity of the systems, facilities and equipment owned or controlled by PRATTLE, or if PRATTLE has reason to believe that CLIENT is misusing the Subscription Elements, or permitting or enabling third parties to access or use the Subscription Elements. In the event of any such suspension, PRATTLE shall promptly contact CLIENT to coordinate an appropriate resolution.

3. LICENSE TO PRATTLE DATA. Subject to the terms and conditions of this Agreement, during the term of this Agreement, PRATTLE hereby grants a personal, non-exclusive, non-transferable, non-sublicensable license for CLIENT to distribute and use the PRATTLE Data as follows:

3.1 Internal Distribution and Reproduction. The PRATTLE Data is provided solely for the internal business purposes of CLIENT. CLIENT may make a reasonable number of copies of the PRATTLE Data, in electronic or paper form. The PRATTLE Data may not be transmitted, distributed or published, in whole or in part, without the express, prior written consent of a duly authorized representative of PRATTLE in each instance.

3.2 CLIENT Analysis. CLIENT may prepare, distribute, and/or publish analysis, reports, opinions, forecasts, conclusions, investment or other advice and similar information and materials (collectively, "CLIENT Analysis") based on or derived in part from the PRATTLE

Data; provided, however, that the CLIENT Analysis is prepared in the ordinary course of CLIENT's business, and is not merely a reproduction, summary or recasting of the PRATTLE Data, but rather represents CLIENT's independent analysis and/or synthesis of a variety of sources. CLIENT assumes sole responsibility and liability for the CLIENT Analysis (even if drawn from or based in whole or in part on the PRATTLE Data), and shall indemnify, defend and hold PRATTLE, its directors, officers, and personnel harmless from and against any claims, actions and liabilities arising therefrom.

3.3 Attribution. CLIENT shall have the right, but not the obligation, to credit "*Prattle Analytics, LLC*" as a source considered in the preparation of the CLIENT Analysis, solely on the following conditions: (a) the format and placement for such credit is similar to that used for other credits included in such CLIENT Analysis; and (b) PRATTLE is not the sole source credited in the CLIENT Analysis, or for any particular forecast or analysis contained therein. CLIENT shall not provide any other form of credit for or attribution to PRATTLE, or otherwise indicate or suggest any affiliation, sponsorship, endorsement, or approval by PRATTLE or its representatives of the CLIENT Analysis or any particular forecast, analysis, or information contained therein.

3.4 Restrictions. CLIENT may not and shall not: (a) reproduce, distribute, modify, adapt, alter, translate, or create derivative works of the PRATTLE Data, other than as expressly permitted by this Agreement; (b) sublicense, lease, rent, loan, transfer, or otherwise make available the PRATTLE Data, including in or as part of a service bureau, timesharing or outsourcing capacity; (c) access or use the PRATTLE Data in violation of any applicable laws or regulations; or (d) authorize or permit any third party to access or use the Subscription Elements.

4. TERM AND TERMINATION

4.1 Term of Agreement. The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect so long as CLIENT continues to subscribe to at least one equity, unless earlier terminated in accordance with the provisions hereof.

4.2 Subscription Term; Renewal. The term of subscription to PRATTLE Data shall be for one month from the date of the initial subscription and shall automatically renew monthly based on

the initial subscription date until terminated as provided in Section 4.3. The addition of new stocks to an existing subscription does not impact the subscription term or the renewal date.

4.3 Termination. This Agreement, and/or access to one or more equities, may be terminated upon written notice as follows: (a) by either party for convenience by electing to discontinue such Subscription via the “Manage Access” screen of the PRATTLE Portal, such termination to be effective as of the last date of the then-current billing cycle, subject in all respects to Section 4.4; (b) by PRATTLE for cause, if CLIENT materially breaches this Agreement or the applicable Subscription, and fails to cure the breach within ten (10) days after receiving written notice thereof from PRATTLE; or (c) by either party, if the other party becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it, which petition is not dismissed with prejudice within thirty (30) days after the filing thereof.

4.4 Effects of Termination. Upon the expiration or termination of this Agreement or any Subscription for any reason: (a) CLIENT shall promptly pay any amounts due and owing to PRATTLE; (b) the license rights granted under Section 3 shall survive solely with respect to that PRATTLE Data provided to CLIENT during the term of the applicable Subscription, subject to the license terms and restrictions therefor, and subject to termination in the event of material breach of such license terms or restrictions; and (c) except as set forth in this paragraph, CLIENT, shall discontinue all access to and use of the terminated or expired PRATTLE Data.

4.5 Survival. Sections 1, 3.4, 4.4, 4.5, 5, 6, 8, 9, 10, 11, and 12 of this Agreement, and any other provisions which by their nature are intended to extend beyond the term of this Agreement, shall survive the expiration or termination of this Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective representatives, successors and permitted assigns.

5. FEES AND CHARGES. CLIENT agrees to pay PRATTLE the fees applicable to the Subscription (the “Subscription Fees”) through PRATTLE’s then-current third-party mobile payments vendor (currently Stripe, Inc. (“Stripe”)), as set forth on the “Manage Access” screen of the PRATTLE Portal, or as otherwise provided on the PRATTLE Application. Payment of Subscription Fees is subject in all respects to Stripe’s terms and conditions of payment, the contents of which are incorporated herein by reference. PRATTLE reserves the right to increase the Subscription Fees for any renewal term by noting such fee increase in the applicable renewal notice. All payments shall be made in U.S. Dollars, drawn automatically by the third-party vendor, and unless otherwise expressly set forth herein, are non-refundable. The Subscription Fees are exclusive of any taxes, however designated or levied by any taxing authority, associated with CLIENT’s access to or use of the PRATTLE Data.

6. PROPRIETARY RIGHTS.

6.1 Ownership. The PRATTLE Data comprises the confidential and proprietary information of PRATTLE and constitutes valuable trade secrets. CLIENT shall maintain the PRATTLE Data in confidence, with the same degree of care used for their own confidential and proprietary information, but in any event with no less than a reasonable degree of care. CLIENT shall not access, use or disclose the PRATTLE Data for any purpose not expressly permitted by this Agreement. The PRATTLE Data is licensed, not sold. PRATTLE and its suppliers shall retain exclusive right, title and interest in and to the Subscription Elements, in every form and medium, including all proprietary and intellectual property rights embodied therein and appurtenant thereto, and all goodwill associated therewith. All rights and licenses not expressly granted in this Agreement are reserved by PRATTLE and its suppliers. CLIENT shall not remove, alter, or obscure any copyright or other proprietary notices of PRATTLE or its suppliers on the Subscription Elements or any copies thereof. Any logo and any other trademarks owned or controlled by PRATTLE, whether or not included in the PRATTLE Data, PRATTLE Application, and/or the PRATTLE Portal and any logos relating to the foregoing are trademarks or service marks of PRATTLE.

6.2 Confidentiality. The PRATTLE Data and all other confidential, proprietary, and/or nonpublic information of any kind, whether written or oral, relating thereto or to the PRATTLE Application, PRATTLE Portal, PRATTLE Data, and/or PRATTLE and its business constitute confidential information of PRATTLE. CLIENT shall maintain the secrecy of all such confidential information during, and for a period of two (2) years after the expiration of, the term of this Agreement. CLIENT shall not to use, disclose or otherwise exploit any such confidential information for any purpose not specifically authorized under this Agreement.

6.3 Accessibility of PRATTLE Portal and PRATTLE Application. CLIENT understands and agrees that from time to time the PRATTLE Application, PRATTLE Portal, and/or certain features or functionality thereof may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment or software malfunctions; (b) periodic maintenance procedures or repairs which PRATTLE may undertake from time to time; or (c) causes beyond the control of PRATTLE or which are not foreseeable by PRATTLE. CLIENT acknowledges that access to and/or features and functionality of the PRATTLE Application and PRATTLE Portal are provided over various facilities and communications lines and systems, and that information will be transmitted over through other devices (collectively, “carrier lines and systems”) owned, maintained and serviced by third-party carriers, utilities Internet Service Providers (ISPs), and others, all of whom are beyond PRATTLE’s control. Use of the carrier lines and systems to access and use the PRATTLE Application or PRATTLE Portal and transmit information is solely at CLIENT’s risk and is subject to all local, state, federal and international laws. CLIENT shall be solely responsible for providing, maintaining and ensuring the compatibility of all hardware, software, electrical and other physical requirements necessary for CLIENT’s access and use of the PRATTLE Application and/or PRATTLE Portal, including, without limitation, telecommunications and Internet access connections and links, web browsers, computers, smart phones, tablets and other equipment, and programs and services required to access and use the PRATTLE Application and/or PRATTLE Portal.

6.4 Links. PRATTLE, either by itself or via the Subscription Elements, or third parties may provide links to other Internet web sites or resources. PRATTLE has no control over such sites and resources, and therefore CLIENT acknowledges and agrees that PRATTLE does not endorse

and is not responsible for any such external sites or resources, the privacy policies and other practices of such sites or resources or for any content, information, advertising, products or other materials on or available from such sites or resources. CLIENT further acknowledges and agrees that PRATTLE shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, information, advertising, products or other material available on or through such site or resource. By using the Subscription Elements, CLIENT expressly relieves PRATTLE from any and all liability arising from PRATTLE's use of any third-party web site. PRATTLE encourages CLIENT to be aware when CLIENT leaves the software or otherwise visits external sites and to read the terms and conditions and privacy policy governing each other web site that CLIENT visits.

7. REPRESENTATIONS AND WARRANTIES. Each party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized and empowered to enter into this Agreement on its behalf.

8. DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, AND EACH PARTY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PRATTLE DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THE PRATTLE DATA, AND MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE PRATTLE APPLICATION, THE PRATTLE PORTAL, OR OTHER ACCESS TO THE PRATTLE DATA WILL BE UNINTERRUPTED OR ERROR-FREE, OR WILL MEET THE BUSINESS NEEDS OR OTHER REQUIREMENTS OF CLIENT. ANY AND ALL PRATTLE DATA IS MADE AT A PARTICULAR POINT IN TIME AND IS SUBJECT TO CHANGE, WITHOUT ANY OBLIGATION TO AMEND BY PRATTLE OR OTHERWISE NOTIFY THE AUTHORIZED USER.

9. NO INVESTMENT ADVICE. THE PRATTLE DATA IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT AND SHOULD NOT BE CONSTRUED AS LEGAL, TAX, INVESTMENT, OR FINANCIAL ADVICE, OR AS AN OFFER, SOLICITATION OR RECOMMENDATION TO PURCHASE, SELL OR HOLD ANY SECURITY, CLASS OF SECURITIES, OR OTHER FINANCIAL PRODUCT, OR TO PARTICIPATE IN ANY PARTICULAR INVESTMENT STRATEGY. PRATTLE DOES NOT PURPORT TO DISCLOSE THE RISKS OR BENEFITS OF ENTERING INTO ANY PARTICULAR TRANSACTION, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY ACTIONS OR INACTION TAKEN IN RELIANCE ON THE PRATTLE DATA, INCLUDING WITHOUT LIMITATION FOR ANY TRADING LOSSES INCURRED BY OR THROUGH CLIENT OR ITS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT ACKNOWLEDGES AND AGREES THAT (A) PRATTLE DATA IS NOT CUSTOMIZABLE TO CLIENT AND IS PREPARED WITHOUT ANY ASSESSMENT OF THE SPECIFIC OR INDIVIDUAL NEEDS OR CIRCUMSTANCES OF, OR INPUT FROM, CLIENT, AND IS OFFERED TO THE GENERAL PUBLIC ON A REGULAR SCHEDULE, (B) CLIENT'S SUBSCRIPTION AND USE OF PRATTLE DATA DOES NOT CREATE ANY FIDUCIARY OR OTHER "PERSON-TO-PERSON" RELATIONSHIP BETWEEN CLIENT AND PRATTLE AND (C) CLIENT IS A HIGHLY SOPHISTICATED INVESTOR AND MAKES ITS OWN DECISIONS AND JUDGMENTS AS TO ITS INVESTMENTS.

10. INDEMNITY. PRATTLE shall defend at its own expense any claim brought against CLIENT by a third party in a lawsuit or other adversarial proceeding alleging that the PRATTLE Data, the PRATTLE Application, and/or PRATTLE Portal infringe a valid copyright, patent, trademark or trade secret of such third party, and shall indemnify and hold CLIENT harmless from and against those damages and costs awarded to such third party, or agreed to by PRATTLE in a monetary settlement, that are specifically attributable to such claim. The foregoing obligations of PRATTLE are subject to CLIENT notifying PRATTLE promptly in writing of such third party claim, giving PRATTLE sole control over the defense and settlement thereof, and providing all cooperation and assistance reasonably requested by PRATTLE in connection therewith. Notwithstanding the foregoing, PRATTLE shall have no obligation or

liability for any claim arising out of or resulting in whole or in part from: (a) unauthorized access to or use of the PRATTLE Data, the PRATTLE Application, and/or PRATTLE Portal; (b) modifications to the PRATTLE Data not made by PRATTLE; or (c) combination of the PRATTLE Data with any other materials, or use of the PRATTLE Data, the PRATTLE Application and/or PRATTLE Portal as part of a method, financial model or system. In the event PRATTLE has reason to believe that any portion of the same is or may become the subject of an infringement claim, PRATTLE shall have the right, in its sole discretion, to secure the right for CLIENT to continue using the PRATTLE Data, the PRATTLE Application, and/or PRATTLE Portal, to modify the same so that they become non-infringing, or to require return of the infringing materials in exchange for an appropriate refund of the Subscription Fees paid in respect thereof, taking into account both the importance of the returned materials and the length of time that CLIENT have had beneficial use of such materials. THIS SECTION SETS FORTH PRATTLE'S ENTIRE OBLIGATION AND LIABILITY, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, ARISING OUT OF OR RELATED TO ANY CLAIM OR ALLEGATION OF A VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

11. LIMITATIONS ON LIABILITY. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE, INDIRECT, OR SIMILAR DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF BUSINESS, PROFITS, OR GOODWILL) ARISING OUT OF OR RELATED TO THE PRATTLE DATA, THE PRATTLE PORTAL, OR THIS AGREEMENT. PRATTLE'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THE PRATTLE DATA, THE PRATTLE PORTAL, AND THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES COLLECTED BY PRATTLE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM. THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF THE FORM OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), REGARDLESS OF THE NUMBER OF CAUSES OR INCIDENTS GIVING RISE TO ANY SUCH LIABILITY, AND EVEN IF ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES; PROVIDED, HOWEVER, THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL NOT APPLY TO CLAIMS FOR FRAUD.

12. MISCELLANEOUS

12.1 Governing Law. This Agreement shall be governed and interpreted for all purposes in accordance with the laws of the State of New York, U.S.A., without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (as enacted by any jurisdiction) do not and shall not apply to this Agreement, and are hereby specifically excluded.

12.2 Jurisdiction; Venue. Any dispute, action or proceeding arising out of or related to the PRATTLE Data, PRATTLE Portal, or this Agreement, or the validity, construction or enforcement hereof, shall be commenced in the state courts of New York County, or if proper subject matter jurisdiction exists, in the United States District Court for the Southern District of New York. Each party unconditionally and irrevocably submits to the exclusive personal jurisdiction and venue of such courts, and waives any objections thereto, including any objection based on *forum non conveniens*.

12.3 Notices. All notices under this Agreement shall be in writing, and shall be delivered either personally or by postage prepaid registered or certified mail or express courier service, return receipt requested. Notices shall be directed to the addresses set forth below the signature block, and shall be deemed effective upon receipt (or if delivery is refused, on the date of such refusal). Either party may change its address for notices from time to time by providing written notice of such change to the other party.

12.4 Assignments. PRATTLE may not assign this Agreement or transfer its rights hereunder, in whole or in part, whether by operation of law or otherwise, without providing written notice of CLIENT. Notwithstanding the foregoing, PRATTLE may assign this Agreement in its entirety, upon written notice to the other party, to a successor in interest upon its merger, consolidation, acquisition, sale or other transfer of all or substantially all of its business or assets, but only if

(a) the assignee is at least as creditworthy as the assigning party and (b) the assignee agrees in writing to be bound by the provisions of this Agreement. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and Prattle's permitted successors and assigns.

12.5 Relationship. The parties hereto are independent contractors and each shall conduct its business hereunder solely as a principal for its own account. Nothing in this Agreement shall be deemed to create any agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party shall have, nor shall it represent to any third party that it has, the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation for or on behalf of the other party for any purpose whatsoever. Nothing contained in this Agreement, express or implied, is intended or shall be construed to give any third party any rights or remedies under or by reason of this Agreement.

12.6 Publicity. Neither party shall, without the prior written consent of the other party in each instance: (a) disclose the pricing or terms of this Agreement to any third party, except to its legal, financial and other advisors under a duty of confidentiality, as may be required by applicable law, or as may be required in order to enforce its rights hereunder in a court of competent jurisdiction; or (b) use in any advertising or marketing materials the name, logo or trademarks of the other party or its Affiliates.

12.7 Equitable Relief. CLIENT acknowledges that any actual or threatened breach by CLIENT of the license restrictions or proprietary rights of PRATTLE would cause irreparable harm to PRATTLE, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, PRATTLE shall be entitled to seek immediate equitable and other provisional relief in any court of competent jurisdiction.

12.8 Attorneys' Fees and Costs. In any action, suit or proceeding to enforce this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, in addition to any other relief that it may receive.

12.9 Force Majeure. Neither party shall be liable for delays in performance under this Agreement due to force majeure events, including without limitation natural disasters, acts of God, war, acts of terrorism, telecommunications failures, Internet downtime, or other events beyond its reasonable control.

12.10 Amendment; Waiver. This Agreement may be amended only by a written instrument executed by a duly authorized representative of each party. No rights shall be waived by any act, omission or knowledge of a party, except by an instrument in writing expressly waiving such rights and signed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

12.11 Severability; Construction. If any provision of this Agreement is determined to be invalid or unenforceable under applicable law, the provision shall be amended and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision to the greatest extent possible under applicable law, or severed from this Agreement if such amendment is not possible, and the remaining provisions of this Agreement shall continue in full force and effect. The headings in this Agreement are for reference purposes only, and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein", "hereunder", "hereof," and similar variations refer to this Agreement as a whole, rather than to any particular paragraph.

12.12 Entire Agreement. This Agreement sets forth the entire agreement of the parties, and supersedes all prior and contemporaneous negotiations and agreements, written or oral, with regard to the subject matter hereof. Where CLIENT or an affiliate requires a purchase order as part of its procurement process, such purchase order may be issued for administrative purposes, and any additional or conflicting terms contained therein shall not be binding on PRATTLE and are hereby objected to and expressly rejected. This Agreement, and any amendment hereto or

waiver hereof, may be signed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Any signature may be delivered by facsimile (including electronic PDF), which shall have the same effect as an original signature.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have entered into this Agreement as of the Effective Date.