



PLATFORM AND SERVICES GENERAL TERMS AND CONDITIONS SCHEDULE 2

1. DEFINITIONS.

- 1.1 “**Account**” means an account allowing access to the Platform created in Customer’s name.
- 1.2 “**Confidential Information**” means (a) all information that relates to the provision or receipt of the Platform or Services or either party's financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) for Customer as the Receiving Party: the Technology, the Documentation, and the User IDs (all as defined herein), and (c) for SocialEdge as the Receiving Party: the Customer Information (as defined herein).
- 1.3 “**Customer Information**” means all data, information or other content entered into the Platform by or collected through the Platform from Customer or any other user of the Account while accessing the Services or through integration with other systems, including but not limited to (a) any data and analytics with respect to Customer’s clients, and any personalized tags Customer has gathered with respect to Customer’s social media influencers (e.g., “in network,” “signed up with I+,” etc.); (b) any Customer-specific data input or output and any materials developed, created and provided by Customer (including, without limitation, such information related to Users) to SocialEdge during the provision of the Platform or Services); (c) all pre-existing information, data, software, tools and other materials developed by or for Customer prior to commencement of the provision of the Platform or Services; (d) any contact information for Customer’s clients; and (e) Covered Customer Data as defined in Schedule 4.
- 1.4 “**Documentation**” means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Platform and/or the Services that have been provided or made available by SocialEdge to Customer.
- 1.5 “**Intellectual Property Rights**” means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
- 1.6 “**Platform**” means the software-as-a-service platform developed, hosted, supported, and made available by SocialEdge from time to time.
- 1.7 “**Services**” means the ability to use the Technology for influencer and social talent management, recruiting and monetization services, as enabled by SocialEdge from time to time, and any other services provided by SocialEdge under this Agreement.
- 1.8 “**Technology**” means the Platform and other technology used by or on behalf of SocialEdge to provide the Services, and all data, information and other content included on or accessible through the Service, except for any Customer Information and as otherwise stated herein.
- 1.9 “**User**” means a named user accessing the Service through Customer’s Account.
- 1.10 “**User ID**” means each unique User identification name and password used for access to and use of the Platform through the Account.

2. APPLICATION SERVICES.

2.1 Customer's Right to Access the Services. Subject to the terms of this Agreement, SocialEdge will provide Customer with the right to access and use the Platform and the Services during the Term (defined below) of this Agreement, solely for Customer's own business purposes, including for purposes of rendering services to Customer's clients. Customer's rights are non-exclusive (except as expressly set forth otherwise in this Agreement), non-transferable and non-sub-licensable. Subject to the terms and conditions herein, Customer acknowledges that Customer is not receiving any ownership interest with respect to the Services or any Technology or Intellectual Property Rights related to the Services.

2.2 Except as set forth in Subsection 2.1 above, this Agreement does not grant Customer a license to any software used to provide the Services or associated with the Services (collectively, "**Software**"), or to any other software, by implication, by estoppel, or otherwise.

2.3 Restrictions on Use of Services. Customer acknowledges that the Services and Technology and their structure, organization, and underlying source code constitute valuable trade secrets of SocialEdge. Customer will not permit any User or any other person to: (a) alter, modify, reproduce, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Technology, the Software or any part thereof; (b) interfere in any manner with the operation or hosting of the Services or Technology or attempt to gain unauthorized access to the Services or any other services offered by SocialEdge; (c) sublicense or transfer any of its rights under this Agreement, including, without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties, or otherwise make available the Services or Technology, or access thereto, to any third party; or (d) otherwise use the Services, Software or Technology except as explicitly permitted by the Agreement.

User IDs. Customer will be able to create one User ID for each User authorized to access the Services through the Account. Customer will be responsible for ensuring the security and confidentiality of all User IDs. Customer acknowledges that Customer will be fully responsible for all liabilities incurred through use of any User ID (whether authorized or unauthorized) and that any transactions completed under a User ID will be deemed to have been completed by Customer, provided that SocialEdge shall be responsible for any liabilities resulting from a breach of SocialEdge's security, or SocialEdge's or its agent's negligence or willful misconduct. In no event will SocialEdge be liable for the foregoing obligations or the failure by Customer to fulfill such obligations.

2.4 Customer Equipment. Customer shall be responsible for obtaining and maintaining throughout the Term of this Agreement, all computer hardware, software, communication lines, ports, interface equipment, terminals, internet access, bandwidth, network routing equipment, application licenses and other materials ("**Customer Equipment**") necessary for each User to access and use the Services at Customer's facilities.

3. OWNERSHIP.

3.1 Customer Ownership. Customer owns and retains all right, title and interest in and to all of the Customer's Confidential Information. SocialEdge will use the Customer's Confidential Information solely to provide the Services under this Agreement and as otherwise authorized by Customer under this Agreement, and at all times in accordance with Schedules 4 and 5. Customer and its designees, successors and assigns shall also own all right, title and interest in and to all trademarks, service marks, trade names, logos and other related intellectual property embodied in the Customer Information or otherwise furnished by Customer hereunder (collectively the "**Customer Marks**"). Customer hereby grants to SocialEdge a revocable, non-exclusive, non-transferable license to use the Customer Marks under the terms and conditions of this Agreement solely to provide the Services under this Agreement. Except for the limited license set forth above, neither SocialEdge nor any third party on its behalf or deriving any rights from SocialEdge shall make any use of the Customer Marks and Customer expressly reserves all rights therein. Any and all use by SocialEdge of the

Customer Marks, and any and all goodwill derived therefrom, shall inure solely to the benefit of Customer. SocialEdge shall not edit or otherwise alter the Customer Marks without Customer's prior written approval.

3.2 Customer Information Ownership. For the avoidance of doubt, Customer owns and retains all right, title and interest in Customer's Confidential Information, including but not limited to proprietary data such as data Customer's Users entered into the system, non-public data provided by Customer in batch files for SocialEdge to import and any non-public data SocialEdge accessed on Customer's behalf using accounts and passwords provided by Customer (e.g., YouTube CMS data, benchmarks, rankings, ratings, algorithms, etc.).

3.3 SocialEdge's Ownership. SocialEdge retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Services, Technology, and any other information or technology used or made available solely and directly by SocialEdge in connection with the Technology and Services, including SocialEdge's proprietary data and algorithms provided to Customer (e.g., audience data, benchmarks, rankings) and any and all improvements, updates, and modifications to the Services and/or Technology (explicitly excluding any and all Customer Information). The SocialEdge name and logo, and the product and service names associated with the Services are trademarks of SocialEdge or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.

3.4 SocialEdge Data License. SocialEdge will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data resulting from Customer's use of the Services ("Data"). To the extent that any Data is collected by SocialEdge, SocialEdge shall have a non-exclusive, non-transferable, irrevocable, universal, fully paid-up, royalty-free perpetual license in the Data which may be used by SocialEdge for any lawful business purpose without a duty of accounting to Customer, provided that the Data is used only in an aggregated and anonymized form, without specifically identifying Customer or any of Customer's Users, Customer's clients, or members of its network as the subjects of the Data, and without using Customer Confidential Information.

4. TERM.

4.1 Term. Subject to earlier termination as provided below, this Agreement is for the initial Service Term as specified in Schedule 1 or, if nothing is specified, twelve (12) months from the Effective Date, (the "Initial Service Term") and, unless Customer provides notification within sixty (60) days of the end of the Service Term, the Agreement shall be automatically renewed for additional periods (each, a "Renewal Term" and collectively with the Initial Service Term, the "Term") of the same duration as the Initial Service Term.

4.2 Termination. Except as otherwise stated herein, if SocialEdge breaches a material term of the Agreement, and such breach is not cured within thirty (30) days after SocialEdge receives written notice from Customer of such breach, Customer may terminate the Agreement upon the conclusion of such thirty (30) day period and Customer shall not be obligated to pay any sums due hereunder (except any sums due for the enjoyment of the Services prior to such termination). This Agreement will automatically terminate if Customer breaches a material term of this Agreement, and such breach is not cured within thirty (30) days after Customer receives written notice from SocialEdge of such breach.

4.3 Suspension. SocialEdge may only suspend the Services, or any portion thereof, or this Agreement for a material breach, including, but not limited to, a material breach of the payment obligations set forth in Section 5 below, with advance written notice of ten (10) business days, during which time Customer shall have the opportunity to cure such material breach (for clarity, if Customer reasonably cures such material breach, SocialEdge shall not have the right to suspend the Agreement).

4.4 Effect of Termination or Expiration. Upon any termination or expiration of this Agreement, (a) all rights and licenses granted to each party by the other party in this Agreement will immediately cease to exist (except for any irrevocable licenses); (b) SocialEdge may promptly cease performing all obligations under this Agreement; and (c) all access by Customer and any Users to the Services will be immediately terminated. The

provisions of Sections 1, 2.2, 3, 4, 6 through 13 of this Agreement will survive termination of the Agreement for any reason.

5. FEES AND PAYMENT.

5.1 **Fees.** Customer will pay the Annual Subscription Fee and other payments set forth in Schedule 1 of the Agreement (“**Fees**”) when due. SocialEdge is not required to begin performance of any Services prior to receipt of any and all Fees due as per the invoicing structure set forth in the Agreement.

5.2 **Payment.** Fees must be paid in U.S. Dollars. Customer agrees to pay invoices via electronic transfer payments to the bank and account number designated by SocialEdge. Fees will be invoiced in accordance with the payment terms set forth in Schedule 1 of the Agreement. Customer will notify SocialEdge of any good faith dispute relating to any Fees in writing within thirty (30) days of Customer’s receipt of the invoice. Regardless of any reasonable dispute as to any Fees on an invoice, Customer will pay all other non-disputed Fees on such invoice (and all other non-disputed Fees on every other invoice), in accordance with the terms of this Agreement. Customer’s obligation to pay Fees not subject to a reasonable dispute will be unconditional and not subject to abatement, set off or defense of any kind. All Fees are nonrefundable. Any portion of the non-disputed Fees not paid when due will accrue interest at one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

5.3 **Taxes.** Unless otherwise stated, SocialEdge’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). Customer is responsible for paying all Taxes associated with its purchases hereunder. If SocialEdge has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides SocialEdge with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, SocialEdge is solely responsible for taxes assessable against it based on its income, property and employees.

6. CONFIDENTIAL INFORMATION.

6.1 **Obligations.** The party receiving Confidential Information (the “**Receiving Party**”) from the other party (the “**Disclosing Party**”) will not use any Confidential Information of the Disclosing Party for any purpose other than the provision and receipt of Services under this Agreement. Further, the Receiving Party will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party (or of the Receiving Party’s group of companies) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

6.2 **Termination of Obligations.** The Receiving Party’s obligations under this Section 6 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party, has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, *provided that* (and subject to Subsection 6.1 above) the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the

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Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6.3 Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the expiration or termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Subsection 6.3.

7. REPRESENTATIONS, WARRANTIES, DISCLAIMER.

7.1 Representations and Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound; (c) such party is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by such party; and (d) such party has obtained all applicable permits and licenses, if any, required of such party in connection with such party's obligations under this Agreement and will, in such party's performance of this Agreement, comply with all applicable laws, rules, treaties, and regulations.

7.2 DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, SOCIALEDGE PROVIDES THE TECHNOLOGY AND SERVICES "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, SOCIALEDGE DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE TECHNOLOGY AND SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

8. INDEMNIFICATION.

8.1 By SocialEdge. SocialEdge will, at its own expense, indemnify, defend and hold harmless Customer and pay all costs, damages and expenses (including reasonable outside attorney's fees) awarded against or incurred by Customer based on any third-party claim that authorized use of the Services by Customer infringes any Intellectual Property Rights, or rights of privacy or of publicity. SocialEdge's obligation will not extend to a claim based on any alleged infringement arising from any: (a) additions, changes or modifications to the Services by or on behalf of Customer; (b) unauthorized use or incorporation of the Services or any component thereof with or into any other service, product or process; (c) Customer Information, Data or Confidential Information provided to SocialEdge by Customer; or (d) use of the Services other than as permitted by this Agreement. Should the Services become, or in SocialEdge's opinion be likely to become, the subject of any such suit or action for infringement or if Customer is enjoined from using the Services, then SocialEdge will, at SocialEdge's option and expense: (i) procure for Customer the right to continue using the Services; or (ii) replace or modify such Services so that they become non-infringing; or (iii) terminate the Agreement and refund any moneys prepaid by Customer to SocialEdge for the Services that have not been performed.

8.2 **By Customer.** Customer will, at Customer's own expense, indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable outside attorney's fees) awarded against or incurred by SocialEdge based on any claims or lawsuits that may be made or filed against SocialEdge by any person: (a) as a direct result of any use by Customer or any User of the Services other than as intended in the Agreement (excluding claims for which SocialEdge is liable to indemnify Customer under Subsection 8.1 above); (b) that use by SocialEdge under this Agreement of Customer Information, Data or Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party; or (c) arising out of or in connection with Customer's breach of its representations and warranties set forth in Subsection 7.1 and Schedule 4.

8.3 **Procedure.** The indemnifying party's indemnification obligations under this Section 8 are conditioned upon the indemnified party: (a) giving prompt notice of the claim to the indemnifying party; (b) granting sole control of the defense or settlement of the claim or action to the indemnifying party (except that the indemnified party's prior written approval will be required for any settlement that reasonably can be expected to require a material affirmative obligation of or, result in any ongoing material liability to the indemnified party); and (c) providing reasonable cooperation to the indemnifying party and, at the indemnifying party's request and expense, assistance in the defense or settlement of the claim. In any event, the indemnified party will have the option of participating in the defense at its own expense.

9. LIMITATION OF LIABILITY.

9.1 **Cap on Liability.** Except with respect to any indemnification claims arising out of an infringement or intentional violation of this Agreement's confidentiality provisions by such party, in no event shall any party's indemnification obligation exceed the total fees received by or payable to SocialEdge from Customer under this Agreement in the twelve (12) months immediately preceding the event giving rise to the liability. Customer acknowledges that SocialEdge has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth herein, and that the same form an essential basis of the bargain between the parties.

9.2 **EXCLUSIONS.** IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING WITHOUT LIMITATION, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OR RECONSTRUCTION OF DATA, OR LOSS OF ACCESS TO DATA. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, EACH PARTY'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. INSURANCE. Without affecting any statutory insurances that SocialEdge must maintain, SocialEdge shall maintain in place the following coverages:

10.1 **Commercial General Liability insurance** on an occurrence basis providing single limit coverage in an amount of not less than \$2,000,000 per occurrence and \$4,000,000 in aggregate which shall include coverage for, but not limited to premises/operations, products/completed operations, contractual, independent contractors, broad form property damage, personal injury and fire legal liability. The policy shall not contain any intra-insured exclusion as between insured persons or organizations but shall include coverage for liability assumed under this Agreement as an "insured contract."

10.2 **Technology Errors and Omissions Insurance, Including Network and Privacy Coverage.** SocialEdge will carry insurance for negligent acts, errors and omissions in the performance of services and including standard coverage, to the extent commercially available, for infringement (other than patent infringement) and misappropriation, with limits of not less than \$3,000,000 per claim and \$3,000,000 in the annual aggregate. Such insurance will also include coverage for: (a) liability arising from theft, dissemination and/or use of

confidential information (including, but not limited to, personal identifiable information, including social security numbers, bank account numbers and credit card numbers) stored or transmitted in electronic form, and (b) liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer-related property and the data, software and programs stored thereon.

11. ASSIGNMENT. Customer may not assign or otherwise transfer any goods or services, or licenses received under this Agreement to a third party without the prior written consent of SocialEdge, not to be unreasonably withheld. Notwithstanding the foregoing, Customer may assign all of its rights and duties under this Agreement without SocialEdge's consent to a third party that: (a) directly or indirectly controls, is controlled by or is under common control with Customer; or (b) purchases or will purchase all or substantially all of Customer's assets; provided that: (i) Customer gives prior written notice to SocialEdge of the assignment, and (ii) the assignee agrees to be bound by all the terms of this Agreement. Unless specifically authorized in writing by SocialEdge, assignment of this Agreement will not release Customer from any prior outstanding obligation under this Agreement. SocialEdge may assign or otherwise transfer this Agreement to a third party; provided, however, that SocialEdge shall remain secondarily liable in the event of any such assignment of this Agreement to a third party. This Agreement will inure to the benefit of each party's successors and permitted assigns. Any assignment in violation of this Section 11 is null and void.

12. RELATIONSHIP. The parties are and remain at all times independent contractors and no agency, partnership, or joint venture is created by this Agreement. Neither party has the authority to act for, bind, or incur any debts or liabilities on behalf of, the other party in any respect whatsoever. Each party will act in good faith and refrain from activities that attempt to induce the other party's employee(s) to leave their employer, or to interfere with the other party's relationship with its employees. The parties agree that during the Term of the Agreement, and for a period of twelve (12) months thereafter, neither party will, in any way, directly or indirectly (a) induce or attempt to persuade any employee of the other to quit employment, (b) otherwise interfere with or disrupt the other party's relationship with its employees, or (c) knowingly solicit, entice or hire away any employees of the other party. Nothing in this Section 12 prohibits either party from hiring in response to a general solicitation for employment or if approached by the prospective employee without solicitation by the party hiring.

13. FORCE MAJEURE. SocialEdge will be excused from performance under this Agreement for any period and to the extent that it is prevented from performing pursuant hereto, in whole or in part, as a result of delays caused by Customer or third parties or an act of nature, war, civil disturbance, court order, labor dispute or other cause beyond SocialEdge's reasonable control, including without limitation, failures or fluctuations in electrical equipment. In addition, the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Customer acknowledges that the Services may be affected by numerous factors outside of SocialEdge's control and that SocialEdge is not responsible for any delays, failures, or other damage resulting from such problems.

14. GENERAL TERMS. If any provision of this Agreement is held invalid, illegal, or unenforceable, including, without limitation, as a result of unconscionability or inconsistency with public policy, such provision will be construed so as to come as close as possible to its intended meaning, and the validity, legality, or enforceability of the remaining provisions will in no way be impaired. Under no circumstances will the preprinted terms of any purchase order or any other terms apply to this Agreement. Capitalized terms have the meanings given in this Agreement. No waiver of any of the terms or conditions of this Agreement will be binding for any purpose unless made in writing and signed by authorized representatives of both parties and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either of the parties in exercising any right will operate as a waiver, nor will any single or partial exercise by either of the parties of any right preclude any other or further exercise thereof or the exercise of any other right. All notices, consents and approvals under this Agreement must be delivered in writing by overnight delivery with a tracking system, personal delivery, or -for notices delivered within mainland USA only- certified mail, postage pre-paid, to the other party at its address set forth above or at such other address

as may be later designated in writing by such party. Notices will be deemed to have been received upon the date of receipt or, in the case of certified mailing, two (2) days after deposit in the mail. This Agreement will be governed by the laws of the State of California without regard to conflicts of law principles. All disputes arising under or in connection with this Agreement must be brought in the state and federal courts located in Los Angeles County, California. Each party irrevocably hereby consents to the jurisdiction and venue of any such court in any such action or proceeding.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire, final and exclusive agreement between the parties regarding the subject matter hereof, and supersede all prior or contemporaneous agreements, understandings, discussions, negotiations and communications, whether written or oral, express or implied. No amendment to or modification of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties.