

MASTER API SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT

THIS MASTER API SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT (this “Agreement”) is entered into, and is between **Arkham Intelligence, Inc.**, a Delaware corporation (hereinafter referred to as “Company”) and you (hereinafter referred to as “Client”). Company and Client will each be referred to herein as a “Party” and will collectively be referred to as the “Parties.”

1. DEFINITIONS. As used herein:

1.1 “Arkham API” means Company’s application programming interface.

1.2 “Authorized User” means an individual who is authorized by Client to use the Software and/or other Services on Client’s behalf, and to whom Client has supplied an access credential. Authorized Users may be employees, consultants, contractors and agents of Client, or its affiliates. Authorized Users shall be individual human beings, and shall not be, without limit, any form of bot, computer, AI or machine learning.

1.3 “Client Data” means any data, information or other content provided by Client or its Authorized Users to Company.

1.4 “Company Data” means Output and other data made available to Authorized Users through the Service’s user interface and Arkham API.

1.5 “Company Server” means the computer or computers used by Company to host the Software, including (a) servers owned and operated by Company, and (b) servers owned and operated by third-parties under contract with, or control of, Company.

1.6 “Confidential Information” means all non-public information disclosed by a Party to the other Party on or before the Effective Date and thereafter which: (a) is marked as ‘confidential,’ ‘proprietary,’ or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form; or (b) which should reasonably in good faith be treated as confidential or proprietary based on the nature of the information or the circumstance surrounding its disclosure. Confidential Information does not include information which is: (i) generally known or publicly available, or which, hereafter through no wrongful act or omission on the part of recipient or its affiliates, becomes generally known or available; (ii) rightfully known to recipient at the time of receiving such information; (iii) furnished to recipient by a third-party without restriction on disclosure; or (iv) independently developed by recipient without having relied on the Confidential Information of the Disclosing Party. Client Data is Confidential Information of the Client. The commercial and legal risk terms and conditions of this Agreement are deemed to be Confidential Information of Company.

1.7 “Documentation” means the generally available end user documentation for the Software provided by Company with the Software.

1.8 “Intellectual Property Rights” means any and all intellectual property rights, including registered or unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patents, utility models, rights in designs, copyrights, moral rights, database rights, trade secrets, trademarks, service marks, trade names, domain name rights, know-how, or other intellectual property rights, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world from time to time.

1.9 “Output” means the queries and other digital output of the Software.

1.10 “Services” means Company’s provision of the Software to Client by way of the Company Server, including enabling access to blockchain information and analysis on entities, individuals, and transactions, in each case through the Arkham API, as specified in further detail in the Subscription and Documentation, and/or any additional services that may be identified in the Subscription and performed by Company subject to the terms and conditions of this Agreement. The Services includes the Output.

1.11 “Software” means the Company services and related content designed to provide access to certain blockchain information and analysis on entities, individuals, and transactions, and comprised of (a) Company’s website(s), (b) Company’s mobile applications (c) the Arkham API, and (d) Company Data.

1.12 “Subscription” means the Software licensed to Client, and the Services purchased by Client, subject to the terms of this Agreement. For the avoidance of doubt, usage limits, measurement methods, pricing units, and applicable Fees shall be governed by each applicable Subscription.

2. SERVICES.

2.1 Services. Subject to the terms and conditions of this Agreement, Company shall make available to Client and its Authorized Users: (a) the Services, and (b) the right to obtain the Output, each on a limited, non-exclusive, non-transferable basis. Company reserves the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice.

2.2 Use of Passwords; No Third Party Access. Client agrees to use the Services only with the access credentials assigned by Company and only for the purpose of accessing and executing the Services for Client’s own business operations. Client shall not have the right to grant a sublicense, sell, resell, transfer, distribute or otherwise make available to any third-parties the Software or the Services. Client will, and will ensure that all Authorized Users provide true, accurate, current, and complete information as prompted by the Services and maintain the confidentiality of Authorized Users’ login credentials. Company may disable or suspend any username, password, or other identifier at any time, in Company’s sole discretion for any or no reason, including if, in our opinion, you have violated any provision of this Agreement.

3. SERVICES USAGE.

3.1 Service Level Commitment. Company shall not be responsible for any disruption in the Services or unavailability of data caused by: (a) unavailability of Client’s internet service; (b) scheduled or unscheduled maintenance; (c) data migration or other similar tasks; (d) electrical fault, fire, water damage, hardware failure, or any natural disaster; (e) acts or omissions of utility or service providers or others; or (f) any other event or condition that is outside of Company’s reasonable control, including acts or omissions of Client. Without limiting the generality of the foregoing, Company may undertake maintenance, data migration and other similar tasks at such times as it deems appropriate, that may affect the availability to the Client of the Software or Services. Client agrees not to use the Services for, or to otherwise rely on Company or the Services for, access to data that the Client may need on an urgent basis. Company shall undertake commercially reasonable efforts to promptly remediate any unavailability of the Services.

3.2 Connectivity. Client acknowledges and agrees that Client will be responsible for arranging for, paying for and maintaining the communication lines between the Services, including the Company Server, and the Client and Client’s information systems. Client shall be solely responsible for establishing and maintaining the telecommunications connection of its choice at Client’s sole cost and expense.

3.3 Third-Party Service Providers. Client expressly acknowledges and agrees that Company may, at its discretion, engage the services of third-parties to provide or be involved in the provision of the Services or the management, maintenance, physical locating or disaster planning of the Services.

3.4 Permissible Use Only. Client is solely responsible for making sure that the Software is only used as intended under this Agreement and the Documentation by its Authorized Users, and that Client's and Authorized User's use of the Software complies with applicable laws, regulations and governmental policies. Client will be responsible for all acts and omissions of its Authorized Users as if such actions and omissions were performed (or not performed) by Client and Client will further ensure that its Authorized Users comply with the terms of this Agreement. Client represents and warrants that it and its Authorized Users are not affiliated with, or acting on behalf of, any competing crypto analytics or blockchain intelligence company, and will not permit to access the Services, any employee, independent contractor, agent, or affiliate of any competing crypto analytics or blockchain intelligence company without express written permission from Company. In using the Services or otherwise exercising its rights under this Agreement, Client will not, and will ensure its Authorized Users do not (a) interfere with or disrupt the Services or servers or networks connected to the Services, including the Company Servers, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service; (b) impersonate any person or entity, or falsely state or otherwise misrepresent affiliation with a person or entity; (c) further or promote any criminal activity or enterprise or provide support for illegal activities; (d) obtain or attempt to access or otherwise obtain any content or information through any means not intentionally made available or provided for through the Service; (e) circumvent, remove, alter, deactivate, degrade, or thwart any of the content protections in or geographic restrictions on any content available on or through the Services, including through the use of virtual private networks; (f) use or access the Services for purposes of developing or enhancing any product or service that competes with the Services or any portion thereof; or (g) engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods.

4. **PROFESSIONAL ADVICE**. The Services and the content therein, including Company Data, is for information purposes only and is not intended to and does not provide tax, legal, insurance or investment advice, and nothing in the Services or through Client's or Authorized Users' use of the Services should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security or any other investment by Company or any third party. A reference to a particular investment or security, a rating or any observation concerning an investment that is part of the Services is not a recommendation to buy, sell or hold such investment or security, does not address the suitability of an investment or security and should not be relied on as investment advice.

5. **FEES**. Subject to the terms of this Agreement, in consideration of the Services and Software provided by Company hereunder, Client shall pay to Company the Fees set forth in each Subscription (the "Fees"). Fees for any Subscription are subject to modification at renewal in accordance with Section 6 (Term) of this Agreement. Client may increase usage commitments during the Term of this Agreement by selecting a different Subscription; provided that any such increase shall not reduce Client's Fees or other payment obligations for the then-current Subscription unless expressly agreed in writing by Company.

5.1 Taxes. The Fees for the Software and Services do not include any sales, use, excise or other applicable taxes that may be due on such amounts, all of which shall be the sole responsibility of the Client.

5.2 Invoice Terms and Conditions. All Fees will be due as specified in the Subscription and issued invoices. If Client receives an invoice and believes in good faith that the invoiced amount is incorrect, Client must notify Company of the alleged error before the payment due date and pay any undisputed amounts by the due date. Client and Company will use commercially reasonable efforts to resolve the dispute promptly and

any disputed amounts shall be paid within 15 days after such dispute has been resolved in accordance with the dispute resolution provisions of this Agreement.

5.3 Overages. Certain Services and Software shall be subject to usage limits set forth in each Subscription (the "Usage Limits"). Client's use of the Services may exceed the applicable Usage Limits; provided, however, that to the extent Client's usage exceeds the applicable Usage Limits, Client shall be billed in arrears at the overage rates or other pricing methodology set forth in the applicable Subscription. Subject to the terms of this Agreement and the Documentation, Company shall not suspend or interrupt Client's access to the Services or Software solely as a result of Client's exceeding the Usage Limits, except in the event of non-payment of undisputed amounts or other material breach of this Agreement.

6 TERM. Subject to earlier termination as expressly provided herein, the term of this Agreement shall continue in effect for so long as any Subscription entered hereunder remains in effect, unless earlier terminated in accordance with the terms of this Agreement (the "Term"). Each Subscription shall have an initial term and renewal conditions as specified in such Subscription. For clarity, the expiration or termination of the Agreement will automatically result in the termination of all Subscriptions executed hereunder.

7 TERMINATION.

7.1 Termination for Breach. Each Party shall have the right to terminate this Agreement or any individual Subscription at any time without further obligation or liability by written notice to the other Party in the event that the other Party is in default regarding any material term hereof, including payment terms, and such default is not cured within 30 days of receipt of written notice. In the event Client violates or threatens to violate the terms of this Agreement, including by not making timely payments, or in the event Company determines that there is a security or other threat to the Services, Company may immediately suspend the Services without limiting Company's other rights and remedies.

7.2 Termination by Either Party for Insolvency. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (a) becomes insolvent; (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (c) makes or seeks to make a general assignment for the benefit of its creditors; or (d) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

7.3 Effect of Termination. The expiration or termination of any individual Subscription entered into under this Agreement will not result in the termination of this Agreement or any other Subscription. The expiration or termination of this Agreement shall automatically result in the termination of all Subscriptions executed in accordance with this Agreement. Upon the termination or expiration of this Agreement for any reason, Client shall discontinue use of the Services and any amounts owed to Company under this Agreement before such termination will be immediately due and payable. Within 10 days after the termination of this Agreement, Client shall return to Company any Company Confidential Information provided by Company to Client.

7.4 Survival. Provisions of this Agreement concerning the Parties' rights and obligations which by their content operate after expiration or termination, or which are necessary to enforce any right, shall survive termination or expiration of this Agreement, including without limitation, Sections 1, 5, 7.3, 7.4, 8, 9, 10.3, and 11 through 18.

8 IP OWNERSHIP.

8.1 Software and Services. No title to or ownership of the Services or any Company marks used under or in connection with this Agreement, or any Intellectual Property Rights related thereto, is transferred to Client or any Authorized User. All modifications, improvements, adaptations, expansions and inventions related to the Services, including the Software, database and processes of Company that are made, required or produced by Company, Client or any Authorized User during the Term, shall belong solely to Company as of creation or discovery thereof, and to the extent any of the same may not or do not vest in Company at creation or discovery, Client hereby assigns, and agrees to assign and secure assignments of, the same to Company. Client shall not (and shall not permit any Authorized User to) decompile, disassemble or otherwise reverse engineer the Software or attempt to discover any source code or underlying ideas or algorithms of the Software.

8.2 Access. Subject to the terms of this Agreement, Company grants Client a limited, non-transferable, non-exclusive right to access and use the Services specified in the applicable Subscription for its internal business purposes during the term of the applicable Subscription. Client will, and will ensure its Authorized Users, use the Services solely for (a) requesting and receiving Company Data, and (b) requesting and receiving lists of Company Data labels, transaction logs, and historical balances for addresses and entities. Client will not, and will ensure that Authorized Users do not, (i) disclose, release, distribute, or deliver the Services, or any portion thereof, to any third party without Company's prior written consent; (ii) copy, modify, or create derivative works of the Services, in whole or in part; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services; (iv) attempt to reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source of the Arkham API, any other aspect of the Services, or the methods used to compile the Services, in whole or in part; (v) remove, obscure or alter any proprietary notices included with or applied to the Services; (vi) publish, enhance, or display any compilation or directory based upon information provided through or derived from the Services; (vii) use or access the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any right of any person, including Intellectual Property Rights, or that violates any applicable law; or (viii) use or access the Services in any manner that could disrupt or alter the Services, including by submitting or injecting queries or commands that write data to the Service or otherwise corrupt or erase the Company Data or the Services, or overloading the Services with API requests.

8.3 Client Data. As between Client and Company, Client is and will remain the sole and exclusive owner of all right, title and interest in and to (a) Client Data and (b) Client Confidential Information. Client hereby grants Company and its affiliates, successors and assigns a non-exclusive, worldwide, royalty-free, fully paid-up, transferable, sublicensable (directly and indirectly through multiple tiers), perpetual, and irrevocable license to copy, display, upload, perform, distribute, store, modify, and otherwise use Client Data in connection with the operation of the Services and the promotion, advertising or marketing of the foregoing in any form, medium or technology now known or later developed. Client further authorizes Company and its third-party service providers to derive statistical and usage data relating to Client's and Client's Authorized Users use of the Services.

8.4 Feedback. Client hereby grants, and shall execute any appropriate documentation evidencing said grant, to Company a royalty-free, worldwide, perpetual license to use or incorporate into the Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client and its Authorized Users relating to the Services for any purpose, commercial or otherwise, without obligation of confidentiality or acknowledgment, attribution, or compensation to Client or any Authorized User.

9 CONFIDENTIAL INFORMATION AND DATA-SECURITY. During the Term of the Agreement, each Party (in such capacity, the "Receiving Party") may come into possession of Confidential Information of the other Party and/or the other Party's parent, subsidiary or affiliate entities (collectively, and in such capacity, the "Disclosing Party") that the Receiving Party knows is confidential or is of such a nature that would be

understood by a reasonable person to be confidential based on the circumstances of disclosure and the nature of the information. Without limiting the foregoing, Client Data is the Confidential Information of Client and Company Data is Confidential Information of Company. The Receiving Party may not use the Confidential Information of the Disclosing Party for a purpose other than the performance of its obligations and the exercise of rights under the Agreement, nor may the Receiving Party disclose Confidential Information of the Disclosing Party to a person except with the prior written consent of the Disclosing Party. The Receiving Party shall prevent the use or disclosure of Confidential Information using at least the degree of care it uses to protect its own confidential information and in no event less than a reasonable degree of care. The Receiving Party may disclose the Confidential Information (a) to its personnel, officers, directors, employees, and agents ("Representatives") solely to the extent the disclosure of Confidential Information to such Representatives is necessary for the Receiving Party to exercise their rights under the Agreement; and (b) as required by valid court order or applicable law. The Receiving Party shall be liable for any and all acts or omissions of their Representatives which violates the Receiving Party's obligations of confidentiality hereunder.

10 WARRANTY.

10.1 Company Warranty. Subject to the other terms, conditions, disclaimers and limitations contained in this Agreement, Company warrants to the Client that the Software will function substantially in accordance with the Documentation during the Term of this Agreement.

10.2 Client Warranties. Client has sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and the Intellectual Property Rights with respect to the Client Data including the rights to use Client Data. Client hereby represents and warrants that (a) Client Data will not include or transmit any software viruses, worms, trojan horses or other harmful computer code, files, scripts, or agents; (b) Client Data and the use thereof by Company shall not violate any third-party's rights, including Intellectual Property Rights; (c) Client Data, Client's collection of the Client Data and Client's exercise of its rights and performance of its obligations under this Agreement will be in accordance with applicable law; (d) Client is duly organized, validly existing and in good standing under the laws its state of incorporation or organization, as applicable, and has all power necessary to execute, deliver and perform its obligations under this Agreement; (e) the execution, delivery and performance of this Agreement by Client (i) has been approved by any necessary company action; and (ii) is not contrary to, or in conflict with, the articles of incorporation or bylaws of Client, any agreement by which Client is bound.

10.3 Disclaimer. EXCEPT AS OTHERWISE SET FORTH THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY, CONCERNING THE SERVICES OR ITS PERFORMANCE UNDER THIS AGREEMENT, AND ANY EQUIPMENT OR SOFTWARE USED IN CONNECTION WITH OR RELATING TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS, THAT THE SERVICES WILL OPERATE IN THE COMBINATIONS WHICH CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY NETWORK, THE COMPANY SERVER, OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL SERVICES ERRORS WILL BE CORRECTED. CLIENT ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER, AND THAT CLIENT HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. ALL ANALYSIS, ORGANIZATION OR

PRESENTATION OF DATA OBTAINED FROM THE SOFTWARE, IS DELIVERED TO CUSTOMER "AS-IS".

11 INDEMNIFICATION.

11.1 Company. Company agrees to indemnify and defend the Client, its officers, directors, agents, employees, affiliates, and successors against all losses, liabilities, claims and expenses, including reasonable attorneys' fees, arising out of third-party claims resulting from an allegation that the Services infringe any Intellectual Property Rights of a third-party. Company's indemnification obligations under this Section 11.1 will not apply to the extent such third party claim arises from (a) use of the Services in combination with any other product, service or data not provided by Company, (b) any modifications to the Services made by a party other than Company, (c) Client Data, and (d) any functionality of the Services modified or created to Client's specifications.

11.2 Client. Client agrees to indemnify, defend and hold Company, its officers, directors, agents, employees, affiliates, successors and assigns harmless for all losses, liabilities, claims and expenses whatsoever, including reasonable attorneys' fees, arising out of or resulting from third-party claims arising from or related to (a) Client's breach of the terms of this Agreement, (b) Client's gross negligence, fraud, or willful or criminal misconduct, (c) allegations that the Client Data or any use thereof by Company, including a claim that the Client Data violates the rights of any third party, including Intellectual Property Rights, and (d) Client's failure to comply with applicable law, including in its collection of the Client Data.

12 LIMITATION ON LIABILITY.

12.1 Limitation on Damages. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT FOR ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, NEGLIGENCE OR TORT, FOR AN AGGREGATE AMOUNT IN EXCESS OF THE TOTAL FEES PAID OR PAYABLE BY CLIENT DURING THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE OF THE CAUSE OF ACTION.

12.2 No Consequential Damages. SUBJECT TO SECTION 12.3 AND TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS), OR INCIDENTAL DAMAGES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF ANY SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, COMPANY SHALL NOT HAVE ANY LIABILITY RELATING TO THE USE, THE RESULTS OF THE USE, OR THE INABILITY TO USE THE SERVICES BY CLIENT, OR ANY PROGRAMS, DATA OR INFORMATION TRANSMITTED OR STORED IN CONNECTION WITH THIS AGREEMENT (INCLUDING THE COMPANY DATA) OR THE SERVICES PROVIDED HEREUNDER, OR FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA OR THE USE THEREOF, OR THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH PROGRAMS, DATA OR INFORMATION. THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THIS SECTION 12 SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12.3 Exceptions to Limitations on Damages. The exclusions of damages set forth in Section 12.2 shall not apply to: (a) either Party's indemnification obligations under this Agreement; and (b) liability resulting from the gross negligence, fraud, or willful or criminal misconduct of a Party.

13 FORCE MAJEURE. Company shall not incur any liability to Client on the account of any loss or damage resulting from any delay or failure to perform all or any part of its obligations under this Agreement to the extent such delay or failure is caused by events, occurrences, or causes beyond the reasonable control of Company, including, without limitation, acts of God; flood, fire, earthquake or explosion; war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; government order or law; actions, embargoes or blockades in effect on or after the date of this Agreement; action by any governmental authority; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances; and shortage of adequate power or transportation facilities (collectively, “Force Majeure Events”). Either Party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of 30 days or more.

14 NOTICES. All notices and other communications required or permitted under this Agreement shall be validly given, made, or served if in writing and delivered personally, sent by certified or registered mail, or sent by nationally recognized overnight courier, to the addresses set forth below. Notice shall be effective (a) when delivered, if personally delivered, (b) one day following delivery to a nationally recognized overnight courier, (c) on the date received into the intended recipient’s virtual mailbox if via email, or (d) on the third business day following the date on which the piece of mail containing such communication is posted, if sent by certified or registered mail.

If to Company:

Email: legal@arkm.com

Mail:

Arkham Intelligence, Inc.
148 Madison Avenue, Floor 2
New York, NY 10016

15 ASSIGNMENT. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Company’s prior written consent. Any attempted assignment or delegation in contravention of this Section shall be null and void. Subject to the foregoing, this Agreement shall inure to the benefit of, and shall be binding on, the Parties respective successors and permitted assigns.

16 RELATIONSHIP OF THE PARTIES. The Parties intend that the relationship between them created under this Agreement is that Company is an independent contractor of the Client only, and nothing contained herein is intended to create any other relationship between the Parties. Notwithstanding anything to the contrary contained herein, this Agreement does not make either Party the employee, partner, joint venturer, agent or legal representative of the other Party for any purpose whatsoever.

17 DISPUTE RESOLUTION. Any controversy, dispute or claim between the Parties arising out of or relating to this Agreement or a breach thereof shall be submitted to binding arbitration, administered by three arbitrators, before the American Arbitration Association (“AAA”) in accordance with its then-current Commercial Arbitration Rules and Mediation Procedures. Within 15 days after the commencement of arbitration, each Party shall select one person to act as arbitrator, and the two Party-appointed arbitrators so designated shall select a third arbitrator within 10 days of their appointment, provided that if the party-appointed arbitrators are unable or fail to select a third arbitrator within such 10-day period, then the third arbitrator shall be selected by the AAA. Judgment on the award may be entered in any court having

jurisdiction thereof. Nothing herein shall preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, including but not limited to obtaining interim injunctive relief. The Parties shall maintain the confidential nature of the arbitration proceeding and the award, including any hearings, except as may be necessary to prepare for or conduct the arbitration, or except as may be necessary in connection with a court application for a preliminary remedy, enforcement of the award, or unless otherwise required by law or judicial decision. The arbitrators shall award to the prevailing Party in such arbitration its reasonable attorneys' fees and expenses. The place of the arbitration shall be New York, New York provision, it is giving up the right to litigate claims against the other Party, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision.

18 MISCELLANEOUS. This Agreement, together with the exhibits and Subscription hereto (which are expressly incorporated herein by reference), constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior understandings and agreements between the Parties with respect to that subject matter. To the extent, if any, of any irreconcilable conflict between an exhibit hereto and this Agreement, this Agreement shall control except with respect to provisions for which the exhibit evidences an unequivocal intent to supersede a particularly identified provision of this Agreement, in which case, for such particularly identified provision only, the conflicting term set forth in the exhibit shall control. This Agreement may not be amended or modified except by a written instrument executed by duly authorized Representatives of the Client and Company. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of law that would cause the laws of any other State to be applied. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Exchange of signed counterparts of this Agreement by facsimile or PDF shall constitute due execution and delivery hereof. The failure of either Party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such Party thereafter to enforce any provision hereof. The captions and titles of sections included in this Agreement are for convenience of reference only and shall not affect the interpretation of any provision hereof.

The Parties have caused this Agreement to be executed.