

END USER LICENSE AGREEMENT

IMPORTANT READ CAREFULLY: This End Use License Agreement (this “**Agreement**”) constitutes a legal agreement by and between Customer (defined herein) and TESTIFYSEC, INC., a Delaware corporation (“**TestifySec**”), regarding the TestifySec Products and Services (defined herein).

BY DOWNLOADING, INSTALLING, OR USING (OR ANY COMBINATION THEREOF) THE PRODUCTS AND/OR SERVICES, CUSTOMER (A) ACKNOWLEDGES THAT HE, SHE, OR IT HAS READ AND UNDERSTANDS THIS AGREEMENT, AND (B) ACCEPTS THIS AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS. IF CUSTOMER DOES NOT ACCEPT THESE TERMS, CUSTOMER SHOULD NOT DOWNLOAD, INSTALL, OR USE THE PRODUCTS AND/OR SERVICES.

RECITALS

WHEREAS, this Agreement governs the grant of a license by TestifySec to Customer to download, install, and/or use, as set forth in the Order Form (defined herein), certain computer software and other products (“**Products**”) and/or software services and other services (“**Services**”)

NOW, THEREFORE, TestifySec and Customer hereby agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall the meanings set forth in this Section 1:

(a) “**Affiliate**” means an entity that directly or indirectly owns or controls, is directly or indirectly owned or controlled by, or is directly or indirectly under common ownership or control with another entity. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of more than 50% of the voting equity securities or other equivalent voting interests of an entity.

(b) “**Confidential Information**” means any information learned by Customer in connection with this Agreement or disclosed to Customer by TestifySec, either directly or indirectly, orally or in writing. Confidential Information expressly includes TestifySec’s Intellectual Property Rights, all Documentation made available to Customer in connection with this Agreement, information and data relating to the research, development, production, packaging, control, sale and marketing of the Products and/or Services, including, but not limited to, economic information, business, and technical development plans, pricing, marketing strategy, data, technical information, know-how, prototypes, algorithms, models, samples, drawings, patents, patent applications, copyrights, improvements and inventions (whether patentable or not), and other works of authorship, process and product information, methods of manufacture, intangible assets, and derivative works made by Customer (or an Affiliate of Customer or a third party on the Customer’s behalf) that are based on TestifySec’s Confidential Information.

(c) “**Customer**” means, in the case of an individual entering into this Agreement on his or her own behalf, such individual, or in the case of an individual executing this Agreement on behalf of a corporation, limited liability company, partnership, trust or any other legal entity (each, a “**Legal Entity**”), such Legal Entity, and any of a Customer’s Users.

(d) “**Customer Data**” means electronic data and information submitted by or for Customer in connection with this Agreement and the provision of the Products and Services by TestifySec to Customer.

(e) “**Documentation**” means all specifications, user manuals, and other materials relating to the Products and Services made available by TestifySec to Customer, as may be amended, supplemented or otherwise modified by TestifySec from time to time.

(f) “**Intellectual Property Rights**” means patent rights, rights in inventions, copyrights, trademarks, design rights, utility model rights, database rights, know-how, rights in confidential information, goodwill, trade secrets, and other intellectual property or similar rights, including improvements thereto, in any part of the world as may exist from time to time, whether registered or unregistered and including the right to apply for registration.

(g) “**Order Form**” means any written order or online order specifying the Products and/or Services to be provided by TestifySec under this Agreement that is entered into between Customer and TestifySec.

(h) “**User**” means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a legal entity, an individual who Customer authorizes to use the Products and/or Services, and an individual to whom Customer has supplied a user name and password. The definition of User includes, but is not limited to, any director, officer, shareholder, manager, member, trustee, employee, consultant, contractor or other similarly situated persons of a Legal Entity, including Customer or an Affiliate of Customer.

2. **Offer and Acceptance.** An Order Form issued by TestifySec shall be deemed an offer to grant a license to use specified Products and Services to Customer, subject to the terms and conditions of this Agreement. By entering into an Order Form, a Customer agrees to be bound by the terms of this Agreement. THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY BE ACCEPTED BY CUSTOMER BY (I) ELECTRONICALLY CLICKING A BOX INDICATING ACCEPTANCE OR INDICATING ACCEPTANCE ELECTRONICALLY IN A SIMILAR MANNER, (II) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (III) USING THE SERVICES ON A FREE TRIAL BASIS.

3. **License Grant.** Subject to the terms of this Agreement, TestifySec grants Customer a limited, non-exclusive, and nontransferable license to download, install, and use the Products and/or Services specified in any applicable Order Form.

4. **Provision of Documentation and Support.** In connection with the grant of the license described in Section 3 of this Agreement, TestifySec shall (i) make available all Documentation as is customarily made available by TestifySec in connection with the grant of a license described in Section 3 of this Agreement and, (ii) in accordance with TestifySec's standard support policy, as amended, supplemented or otherwise modified from time to time, provide support relating to the download, installation, and use of the Products and/or Services.

5. **Reservation of Rights.** By executing this Agreement, Customer acknowledges and agrees that the Products and/or Services provided under this Agreement are provided by TestifySec under license and are not being sold by TestifySec. Customer acknowledges that he, she, or it does not acquire any ownership interest in the Products and/or Services under this Agreement, or any other rights thereto other than to use the Products and/or Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement. TestifySec shall retain its entire right, title, and interest in and to the Products and/or Services, including all Intellectual Property Rights.

6. **Customer Data; Collection and Use of Customer Data; Security.** Customer Data is owned exclusively by Customer. Customer grants to TestifySec, its Affiliates and applicable contractors a non-exclusive license to host, copy, use, display and transmit Customer Data as is appropriate for TestifySec to provide and ensure proper operation of the Products and/or Services. Customer acknowledges that when he, she, or it downloads, installs, or uses the Products and/or Services, TestifySec may use automatic means to collect information about his, her, or its use of the Products and/or Services. With respect to the foregoing, TestifySec will implement and maintain appropriate administrative, physical, and technical security measures designed to protect the security, confidentiality, and integrity of, and prevent the unauthorized disclosure of, Customer Data.

7. **Customer Marks.** Customer's trademarks, tradenames, service marks, and logos (each, a "**Customer Mark**") are the exclusive property of Customer. TestifySec may use Customer's name and Customer Marks in its customer list (including on TestifySec's website, social media and in sales and marketing materials) in the same way it uses the names of its other customers. Notwithstanding the foregoing, TestifySec shall use Customer Marks in accordance with Customer's applicable branding guidelines if provided to TestifySec.

8. **Products and Services.**

(a) **User Access.** Each User will use a unique username and password to access the Products and Services. A unique username and/or password cannot be shared or used by more than one individual User to access the Services. Customer agrees to provide to TestifySec information as is necessary to enable TestifySec to establish User's access to the Products and Services and will verify all User requests for access to the Products and Services. CUSTOMER IS SOLELY RESPONSIBLE FOR ALL ACTIVITIES THAT OCCUR UNDER USER ACCOUNTS.

(b) **Customer Responsibilities.** By executing this Agreement, Customer hereby agrees to (i) use the Products and/or Services in accordance with this Agreement, Order

Forms, Documentation and applicable laws, regulations and rules, (ii) be responsible for any User's compliance with this Agreement, the Order Form and the Documentation, (iii) be responsible for the accuracy, quality and legality of Customer Data, including the means by which Customer acquired Customer Data, and Customer's use of Customer Data with the Products and Services, and (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify TestifySec promptly of any such unauthorized access or use. Any use of the Products and Services in breach of the foregoing by Customer or Users, that, in TestifySec's absolute and sole discretion, threatens the security, integrity or availability of TestifySec's Products and/or Services, may result in TestifySec's immediate suspension of Customer's ability to download, install or use the Products and/or Services and termination of this Agreement for cause pursuant to Section 12(c).

(c) **Use Restrictions.** Customer will not, and will ensure its Users will not, (i) make the Products and Services available to anyone other than Customer or its Users, or use the Products and/or Services for the benefit of any individual or Legal Entity other than Customer or its Affiliates, (ii) modify, adapt, alter, or translate the Products and/or Services, (iii) sublicense, lease, sell, resell, rent, lend, or distribute the Products and/or Services, or any part thereof, or include the Products and/or Services in a service bureau or outsourcing offering, (iv) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Products and/or Services or any part thereof, (v) interfere in any manner with the operation of the Products and/or Services or the network used to operate the same, or attempt to probe, scan, or test vulnerability of the Products and/or Services without the prior written authorization (electronic or otherwise) of TestifySec, (vi) use the Products and/or Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party rights, (vii) modify copy, disclose (except as expressly authorized in this Agreement) or make derivative works based on any part of the Products and/or Services, (viii) access or use the Products and/or Services, or any feature, information, or functionality thereof, to build a similar or competitive product or service or otherwise engage in competitive analysis or benchmarking, (ix) attempt to access the Products and/or Services through any unapproved interface, (x) remove, alter, or obscure any proprietary notices of TestifySec or its licensors on the Products and/or Services or any copies thereof, (xi) upload to the Products and/or Services any Customer Data that contains any sensitive personal information (such as financial, medical, or otherwise sensitive personal information such as government IDs, passport numbers, protected health information, credit card data, or social security numbers), or (xii) otherwise use the Products and/or Services in any manner that exceeds the scope of use permitted under this Agreement.

(d) **Third-Party Integrations.** The Products and Services may integrate with certain third-party websites and applications ("**Third-Party Services**"). Third-Party Services shall be governed solely by the terms and conditions applicable to such Third-Party Services, as agreed to between Customer and the Third-Party Services providers. TestifySec does not endorse or support and is not responsible for Third-Party Services, including, without limitation, the privacy and data security policies and practices related to Third-Party Services. Customer may enable integrations between the Products and/or Services and Third-Party Services, and, by doing so, (i) instructs TestifySec to share Customer Data (including, to the extent necessary, any

personal data) with the providers of such Third-Party Services in order to facilitate such integration, and (ii) grants TestifySec permission to allow Third-Party Services and its providers to access Customer Data and information about Customer's usage of the Third-Party Services as appropriate for the interoperation of Third-Party Services with the Products and/or Services. Customer is responsible for providing all instructions to the Third-Party Services providers about the use and protection of Customer Data. TestifySec and Third-Party Service providers are not processors or sub-processors of personal data, with respect to each other.

(e) **Updates.** TestifySec may from time to time, in its absolute and sole discretion, develop and provide updates to the Products and/or Services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. Customer agrees that TestifySec has no obligation to provide any Updates or to continue to provide or enable any particular feature or functionality. Updates will automatically download and install or Customer may receive notice of or be prompted to download and install available updates.

9. **Fees and Payments.**

(a) **Fees.** Customer will pay to TestifySec all fees set forth in any applicable Order Form ("**Fees**"). Except as otherwise set forth in this Agreement, payment obligations are non-cancelable, and Fees paid are non-refundable. TestifySec may increase the Fees upon renewal of each Order Form term by providing written notice to Customer at least forty-five (45) days prior to the commencement of the renewed Order Form term.

(b) **Invoices and Payments.** Except as otherwise set forth in an applicable Order Form, TestifySec will invoice Customer, or, where Customer has provided valid credit card information to TestifySec, TestifySec will charge Customer, for all Fees annually in advance. If payment by Customer of Fees is to be made pursuant to an invoice delivered by TestifySec to Customer, full payment for invoiced Fees is due within thirty (30) days after the date such invoice is received by Customer.

(c) **Late Payments.** Customer will be responsible for reasonable costs and expenses incurred by TestifySec in the collection of any overdue Fees. If any Fees are fifteen (15) days or more overdue, TestifySec may, without limiting its other rights and remedies, immediately suspend the provision of Products and/or Services until such overdue Fees are paid in full and may exercise all other remedies provided by this Agreement and/or applicable law.

(d) **Payment Disputes.** TestifySec, in its absolute and sole discretion, may temporarily forego any exercise of its rights under Section 9(c) of this Agreement if Customer is disputing overdue Fees reasonably and in good faith and is cooperating diligently to resolve the dispute.

(e) **Taxes.** The Fees do not include taxes, duties, levies or similar government assessments of any kind, including, value-added, sales, use, or withholding taxes assessable by any jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated

with its purchases hereunder. Customer will not withhold any taxes from any amounts due to TestifySec. If TestifySec has a legal obligation to pay or collect any Taxes for which Customer is responsible, TestifySec will invoice or charge Customer, as applicable, and Customer will pay that amount unless Customer provides TestifySec with a valid tax exemption certificate, authorized by the appropriate taxing authority.

10. **Confidential Information.**

(a) **Protection of Confidential Information.** All Confidential Information disclosed by TestifySec or Customer to the other party hereto shall remain the property of such disclosing party. The party disclosing Confidential Information reserves all rights in its Confidential Information. With respect to Confidential Information learned in connection with this Agreement, the parties hereto agree to (i) use the same degree of care that he, she, or it uses to protect the confidentiality of its own Confidential Information (but not less than reasonable care) and (ii) not use any Confidential Information for any purpose outside the scope of this Agreement. Neither party hereto may disclose the terms of this Agreement or any Order Form to any third party other than his, her or its Affiliates or legal counsel without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate or legal counsel will remain responsible for such Affiliate's or legal counsel's compliance with this Section 10(a) of this Agreement. Notwithstanding the foregoing, TestifySec may disclose the terms of this Agreement or any applicable Order Form to a contractor to the extent necessary to perform TestifySec's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

(b) **Compelled Disclosure.** Either party hereto may disclose Confidential Information to the extent required by applicable law, regulation or rule, provided that the party required to disclose gives the other party reasonable advance notice of such required disclosure and cooperates with such party so the party may obtain appropriate confidential treatment for such Confidential Information.

11. **Representations and Warranties.**

(a) Each party hereto represents and warrants that he, she, or it has full power and authority to enter into this Agreement and the Order Form and to carry out its obligations hereunder and thereunder. This Agreement has been duly and validly executed and delivered by each party hereto, and (assuming due authorization, execution and delivery by each of the parties hereto) this Agreement and any applicable Order Form constitutes a legal, valid and binding obligation of such party enforceable against such party in accordance with its terms. This Section 11(a) shall survive the termination of this Agreement in accordance with Section 12(f) of this Agreement.

(b) Customer represents and warrants that its use of the Products and/or Services shall be in compliance with all laws, regulations, and rules applicable to him, her, or it. This Section 11(b) shall survive the termination of this Agreement in accordance with Section 12(f) of this Agreement.

12. **Term and Termination.**

(a) **Term.** This Agreement will begin on the effective date of the first Order Form between the Customer and TestifySec and will continue for as long as any Order Form remains in effect, unless earlier terminated in accordance with this Agreement (the “**Term**”).

(b) **Term; Termination.** The initial term of each Order Form will begin on the effective date of such Order Form and continue for the subscription term set forth therein. Except as set forth in such Order Form, each Order Form will automatically renew for successive renewal terms equal in length to the initial term of such Order Form, unless either party thereto provides the other party with written notice of non-renewal at least thirty (30) days prior to the end of the then-current subscription term.

(c) **Termination for Cause.** Either Customer or TestifySec may terminate this Agreement immediately, in the event the other party materially breaches this Agreement and such breach remains uncured more than thirty (30) days after the receipt of notice by the breaching party.

(d) **Effect of Termination.** Upon the termination of this Agreement, (i) the rights and licenses granted to Customer hereunder will immediately terminate, (ii) Customer will cease use of the Products and/or Services, (iii) Customer will delete all copies of the Products and/or Services, and (iv) Customer will return or destroy all copies of Documentation made available by TestifySec to Customer. Termination of this Agreement will not relieve Customer of its obligation to pay all Fees that accrued prior to such Termination.

(e) **Customer Data.** Upon the termination of this Agreement, TestifySec shall delete or destroy, as applicable, all Customer Data in its systems or otherwise in its possession or control.

(f) **Survival.** Notwithstanding the termination of this Agreement in accordance with this Section 12, the terms and provisions of Sections 5, 6, 7, 9, 10, 11(a), 11(b), 12(d), 12(e), 12(f), 14, 15, and 16 shall survive the termination of this Agreement to the furthest extent permitted under applicable law.

13. **Disclaimer of Warranties.** THE PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER AND HIS, HER OR ITS USERS “AS-IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, TESTIFYSEC, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, TESTIFYSEC PROVIDES NO WARRANTY OR

UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCTS AND/OR SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

14. **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO CUSTOMER'S USE OF OR INABILITY TO USE THE PRODUCTS AND/OR SERVICES FOR: (I) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR (II) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCTS AND/OR SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR TESTIFYSEC WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY.

15. **Indemnification.** Customer agrees to indemnify, defend, and hold harmless TestifySec and its officers, directors, employees, agents, Affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Products and/or Services or your breach of this Agreement, including, but not limited to, the content you submit or make available through the use of the Products and/or Services.

16. **Notices.** Any notice, request, demand, objection, response, statement, and/or payment made in connection with this Agreement shall be in writing delivered to the address designated in writing by the recipient and shall be deemed received by the recipient, as the case may be, (i) if by e-mail or facsimile, on the date of delivery, as evidenced by electronic confirmation, (ii) if by U.S. Mail, three (3) business days after being deposited in the U.S. Mail, postage pre-paid, (iii) if by registered or certified mail, upon receipt as evidenced by a U.S. Postal Services receipt, or (iv) if by overnight delivery by United States recognized overnight

courier (such as FedEx or UPS), on the date of delivery, as evidenced by confirmation from such courier.

17. **Export Regulations.** The Products and/or Services may be subject to United States export control laws and applicable regulations. Customer shall not, directly or indirectly, export, re-export, or release the Products and/or Services to, or make the Products and/or Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable laws, regulations, and rules, and complete all undertaking prior to exporting, re-exporting, releasing, or otherwise making the Products and/or Services available outside the United States.

18. **Severability.** If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of this Agreement will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

19. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties hereto with respect to the subject matter contained herein, and supersedes all prior or contemporaneous understanding and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between this Agreement and any applicable Order Form, the Order Form will govern such inconsistent term or provision.

20. **No Assignment.** Neither party hereto may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer in violation of the foregoing shall be null and void; provided, however, that either party shall have the right to assign the Agreement without the prior written consent of the other party, to the successor entity in the event of a merger, reorganization, or a sale of all or substantially all of such party's assets. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

21. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party hereto shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

22. **Governing Law; Waiver of Jury Trial.**

(a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether in the State of Delaware or any other jurisdiction).

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE OR AGENT OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 22(b).