

## DATA LICENSE AND SERVICES AGREEMENT

THIS DATA LICENSE AND SERVICES AGREEMENT (this “*Agreement*”) dated as of 1<sup>st</sup> January 2018(the “*Effective Date*”), is by and between Organon Data, LLC, an Oklahoma limited liability company with its principal place of business at 2410 W. Memorial Road, Suite C-221, Oklahoma City, Oklahoma 73134 (“*Organon*”), and customers who have subscribed to Organon’s Services via the Subscription Form (“*Customer*”). Organon and Customer are collectively referred to herein as the “*Parties*” and each individually as a “*Party*.”

WHEREAS, Organon has developed a proprietary data feed that it offers to its customers on a subscription basis (the “*Data*”) as more fully defined below, in connection with which Data it also offers an optional proprietary software application;

WHEREAS, Customer wishes to access and use the Data in connection with its business operations and, in addition, may wish to utilize Organon’s proprietary software application in connection with such use;

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### 1. Definitions.

1.1 “*Authorized User*” means any employee of Customer (and upon the prior written approval of Organon, any such approved contractor or consultant of Customer) authorized to directly or indirectly access and utilize the Data and/or the Service on behalf of Customer subject to the number of such employees, if any, set forth in a Schedule in the event Customer it selects in a Schedule an Organon software application known as either Organon Online Data Portal or OODP or any successor thereto.

1.2 “*Confidential Information*” means all nonpublic information, including, without limitation, business, financial and technical information, reasonably considered by a Party to be valuable and proprietary and disclosed by one Party (the “*Disclosing Party*”) to the other (the “*Receiving Party*”) before, on or after the Effective Date. Customer specifically acknowledges that the Data, as defined herein, constitutes Confidential Information of Organon, and Organon specifically acknowledges that the Customer Information, as defined herein, constitutes Confidential Information of Customer. Confidential Information may also include proprietary or confidential information of third parties that have disclosed such information to a Party hereto in the course of its business. Notwithstanding anything to the contrary herein, Confidential Information will not include information that the Receiving Party can prove (a) was already in its possession prior to disclosure by the Disclosing Party; (b) is independently developed by personnel of the Receiving Party who did not have access to the Disclosing Party’s Confidential Information; (c) is obtained from a Third Party who is not prohibited from transmitting the information to the Receiving Party by a contractual, legal or fiduciary obligation; or (d) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party.

1.3 “*Customer Information*” means Customer data, if any, furnished to Organon by or on behalf of Customer for access via the Service.

1.4 “*Data*” means information, materials, databases and other content made available to Customer directly via an application programming interface or via the Service, as described and selected in on the Subscription Form, including reports, analyses, and metadata generated via use of the Service; provided, however, that in no event will Customer Information constitute Data.

1.5 “*Disclosing Party*” has the meaning set forth in Section 1.2 above.

1.6 “*Documentation*” means any help files, instruction manuals, or other related materials provided by Organon and describing operation and use of the Service and the Data.

1.7 “**Exported Data**” means any Data or Customer Information that is exported from the Service in any manner, e.g. via Excel or Shape files.

1.8 “**Fees**” has the meaning specified in Section 3.1 below.

1.9 “**Major Releases**” (e.g., 1.0 to 2.0) means a software release that primarily adds new features to the Software.

1.10 “**Point Releases**” (e.g., 1.0 to 1.1) means a software release that is primarily intended to fix bugs or to otherwise improve the operation of the Major Release version of the Software, rather than to add new features.

1.11 “**Proprietary Rights**” means patent rights, copyrights, trade secret rights, and all other similar intellectual and industrial property rights of any sort throughout the world.

1.12 “**Receiving Party**” has the meaning set forth in Section 1.2 above.

1.13 “**Schedule(s)**” means one or more schedules signed by the parties hereto that sets forth commercial terms to be governed by this Agreement, including without limitation Fees, the particular Data package selected by Customer, and the optional Software and related maintenance services selected, if any.

1.14 “**Service**” means collectively all of the services set forth in the Subscription Form, all Schedules, all Software, related maintenance services set forth in Section 2.5 below and if any optional Software is selected in a Schedule.

1.15 “**Software**” means any application programming interface provided by Organon to allow Customer to access the Data directly (e.g., “DirectConnect”) and any Organon software application known as either Organon Online Data Portal or OODP (or any successor thereto) selected in a Schedule, including the applicable state(s) module.

1.16 “**Term**” has the meaning set forth in Section 4.1 below.

1.17 “**Third Party**” means any individual, firm, corporation, partnership, Limited Liability Company, trust, unincorporated organization, governmental organization, or other entity other than Organon or Customer, but excluding Authorized Users.

## **2. License Grants and Restrictions; Proprietary Rights.**

2.1 Grant of License to Customer. Subject to the terms and conditions of this Agreement, Organon hereby grants to Customer a limited, non-exclusive, non-sublicensable, non-transferable license to (a) view, download and print hard copies of the Data and Documentation solely in the ordinary course of Customer’s internal business operations, provided that all attribution, copyright and other proprietary notices are kept intact in all instances; and (b) access and use the Software in accordance with the Documentation solely in the ordinary course of Customer’s internal business operations at Customer’s business location where initially installed. The license granted herein is limited to access and use of the Data and Software by Authorized Users for whom Organon has issued individual user IDs; Customer acknowledges and agrees that it is liable for access to and/or use of the Service and Data by Authorized Users.

2.2 Proprietary Rights. Customer acknowledges that, as between the Parties, Organon (and its licensors and Third Party data providers, if applicable) retains all ownership of, and Proprietary Rights in, the Service and the Data and all copies and derivatives thereof. By granting specific rights to Customer hereunder, Organon does not grant any ownership interest or title in or to the Service or the Data, or any Proprietary Rights therein. All rights not expressly granted herein by Organon to Customer are reserved by Organon. Organon acknowledges that, as between the Parties, Customer retains all ownership of, and Proprietary Rights in, the Customer Information.

2.3 Restrictions. Unless otherwise expressly agreed in writing by Organon, Customer will not (and will not allow any Third Party to) (a) allow use of the Service, Documentation, or Data by anyone other than Authorized Users, (b) distribute, disclose or allow use of any of the Service, Documentation, or Data, in any format, through any timesharing service, service bureau, network, or by any other means, to or by any Third Party other than Authorized Users; (c) decompile, disassemble, benchmark, perform performance analysis, perform feature/function analysis, or otherwise reverse engineer or attempt to reconstruct or discover any source code, binary code or underlying ideas or algorithms or file formats of the Software; (d) create a derivative work of any part of such Software; or (e) publish, or otherwise make available to any Third Party, any benchmark testing information or results. In addition, Customer may not use any robot, spider, other automatic device, or manual process to monitor or copy webpages from Organon's web interface that provides access to the Service except as expressly permitted in Section 2.1 above. Organon reserves the right to limit Customer's access to the Service if Organon determines that Customer's use of the Service has caused a disproportionately large demand on the Service that adversely impairs the operating efficiencies of the Service. Organon shall notify Customer that it has determined that Customer has impaired the operating efficiency of the Service and that Customer shall have a reasonable time, as determined by Organon, to cure the causes of the impairment of the Service. Finally, Customer's use of the Service is also limited by any other restrictions set forth in the Documentation.

2.4 Exported Data Permissions and Restrictions. In the event Customer has not elected a subscription level that includes "Collaborative Rights" set forth in a Schedule, Customer shall only have the right to allow use of the Exported Data by Authorized Users. In such event, Customer will not (and will not allow any Third Party to) (a) allow use of the Exported Data by anyone other than Authorized Users, or (b) distribute, disclose or allow use of any Exported Data, in any format, through any timesharing service, service bureau, network, or by any other means, to or by any Third Party other than Authorized Users. In the event Customer has elected a subscription level that includes "Collaborative Rights" set forth in a Schedule, Customer shall have the right to allow use of the Exported Data by anyone who is an employee of Customer or an Authorized User; provided, however, that Customer shall not distribute, disclose or allow use of any Exported Data, in any format, through any timesharing service, service bureau, network, or by any other means, to or by any Third Party other than Authorized Users.

2.5 Username and Passwords. Organon will assign usernames and passwords for Authorized Users up to the greatest number specified in one or more Subscription Forms. Usernames and passwords may only be utilized by the individual Authorized User and may not be shared or used by or transferred or assigned to any other person without Organon's consent. Customer will notify Organon in the event of termination of employment of an Authorized User or the cessation of services from any non-employee Authorized User. Customer acknowledges that Organon utilizes internal and software protocols to ensure proper use of usernames and passwords and that Organon may require password changes in its sole discretion and communicate with Authorized Users via email from time to time to verify identity, use, and continued status as a valid Authorized User. If more than one individual utilizes a username and password, Organon will contact Customer to investigate such usage; and Customer acknowledges that it will assist Organon in such investigation and may be obligated to pay Fees for use of the Service by individuals who are not Authorized Users and/or for use in excess of the number of Authorized Users specified in a Schedule. Customer will cooperate with Organon, and will render all reasonable assistance requested by Organon, to assist Organon in identifying and preventing any use of or access to the Service and/or Data in violation of this Agreement.

2.6 Software Delivery and Maintenance Terms and Conditions. Organon will install one or more copies of the Software, as determined by Organon in its sole discretion is necessary to implement the terms of the Agreement or any schedules to the Agreement, at Customer's business location. All Software, including Point and Major Releases, will be delivered to the Customer electronically and no physical media will be provided. Organon will make reasonable efforts to resolve bugs or defects in the Software through the use of Point Releases.

2.7 Internet Connectivity. Customer's access to the Service and Data is dependent upon it obtaining and maintaining reliable and timely electronic connection to the Internet. Accordingly, Customer will obtain, install, operate, and maintain, at Customer's sole expense, all necessary hardware, software, and

telecommunications connections, services and equipment, compatible with and suitable to access and receive the Service and Data remotely via the Internet.

### **3. Fees.**

3.1 Fees. In consideration of the license granted by Organon to Customer pursuant to Section 2.1 above, Customer will pay to Organon the Fees specified on the Subscription Form. No additional fees shall apply for any Point Release during the Term or for any Major Release made during the Initial Term; provided, however, that Organon shall offer to Customer any Major Release made during a Renewal Term for an additional fee.

3.2 Payments. Unless otherwise agreed by the parties in writing, all payments made by Customer to Organon under this Agreement will be made in U.S. Dollars. Unless otherwise indicated, all payments due under this Agreement will be payable by Customer within fifteen (15) days of the date of any invoice. For any payment not made within fifteen (15) days after the day it is due, Organon will be entitled to charge interest on the past due amount, and such interest will be calculated on a daily basis from the due date at a rate equal to or at the lesser of 1% per month or the maximum rate permitted by applicable law. In addition to any other remedies available to Organon, the failure of Customer to pay any amounts when due will constitute sufficient cause for Organon to withhold or terminate access to the Service, and any such action will not be deemed a breach of this Agreement by Organon. Customer agrees to pay all costs involved in collecting overdue amounts, including, without limitation, reasonable attorneys' fees and expenses, and any costs related to the restoration of Service.

3.3 Taxes. All amounts due Organon hereunder are exclusive of any state, local, and federal sales, use, withholding, excise, personal property, value-added or other taxes, assessments or duties (other than income or franchise taxes payable by Organon) which may now or hereafter be imposed upon this Agreement, the Service or the Data. In the event any taxing authority assesses or collects from Organon any such taxes, however designated or levied, Customer will pay or reimburse Organon for the amount of such taxes. Customer will indemnify and hold Organon harmless from and against all claims and liabilities arising in connection with Customer's failure to report or pay any such taxes.

### **4. Term and Termination.**

4.1 Term. Unless earlier terminated as provided in Section 4 hereof, this Agreement shall be effective commencing on the Effective Date and will continue for a period of one (1) year ("**Initial Term**"). This Agreement shall be automatically renewed for successive one (1) year periods ("**Renewal Term**"), subject to earlier termination as set forth in this Section 4 hereof, unless either Party notifies the other Party in writing that it wishes to terminate this Agreement on or before ninety (90) days prior to the end of the later of (i) the then existing term or (ii) the expiration date of the Schedule that is the last to expire of all Schedules in force at the time of such notice. The Initial Term and the Renewal Term are collectively referred to herein as the "**Term**". Subject to earlier termination as set forth in this Section 4 hereof, the term of any Schedule shall be as set forth therein.

4.2 Termination for Cause. This Agreement and/or a Schedule may be terminated by either Party (a) if the other Party breaches a material term or condition of this Agreement (or such Schedule) and fails to fully cure such breach within thirty (30) days of written notice describing the breach; or (b) immediately upon written notice if: (i) Customer becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes an assignment for the benefit of its creditors; or (ii) proceedings (whether voluntary or involuntary) are commenced against Customer under any bankruptcy, insolvency or debtor's relief law and such proceedings are not vacated or set aside within ninety (90) days from the date of commencement thereof. Any termination of this Agreement terminates all Schedules.

4.3 Effects of Termination. Following the termination of this Agreement for any reason: (a) Organon will have no further obligation to provide access to the Service or Data pursuant to this Agreement;

(b) the licenses granted to Customer in Section 2.1 above will simultaneously and automatically terminate and be revoked; (c) all Confidential Information of the Disclosing Party (and all copies thereof) will be returned or destroyed by the Receiving Party as directed by the Disclosing Party, with confirmation of the taking of such action certified in writing by the Receiving Party; (d) all outstanding Fees due to Organon will be due and payable immediately upon such termination, and (e) all rights to use or retain Data expire and Customer agrees to delete all copies, electronic, printed or otherwise, of the Data in its possession.

4.4 Survival. The provisions of Sections 1, 3.3, 4.3, 4.4, 4.5, 5.3, 6, 7, 8, and 9 and any right of action for breach of this Agreement prior to termination will survive any termination of this Agreement. Confidentiality provisions will remain in effect so long as information meets the definition of Confidential Information under this Agreement.

4.5 Nonexclusive Remedy. Termination of this Agreement by either Party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such Party.

## **5. Representations and Warranties; Disclaimer.**

5.1 General Representations and Warranties. Organon hereby represents and warrants as follows: (a) it has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (b) it is duly authorized to execute and deliver this Agreement, to grant the licenses granted by it under this Agreement and to perform its obligations hereunder; (c) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; and (d) the execution, delivery and performance of this Agreement by it does not conflict with any agreement to which it is a party or by which it may be bound.

5.2 Disclaimer. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS AND CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, REGARDING THE SERVICE AND THE DATA INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF ORGANON HAS BEEN INFORMED OF SUCH PURPOSE), OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE SERVICE AND THE DATA ARE PROVIDED "AS IS" AND ORGANON DOES NOT WARRANT THAT THE SERVICE OR DATA WILL BE ERROR-FREE, VIRUS-FREE, WILL PERFORM IN AN UNINTERRUPTED, SECURE OR TIMELY MANNER, OR WILL INTEROPERATE WITH OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA. No employee, agent, or representative of Organon has the authority to bind Organon to any oral representations or warranty concerning the Service or the Data. Any written representation or warranty not expressly contained in this Agreement is unenforceable. Due to the nature of public record information, the Data may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The Service is not the source of Data, nor does it provide a comprehensive compilation of the Data. Before relying on any Data, it should be independently verified.

5.3 Network Matters. Customer acknowledges that access to the Service may be adversely affected by various conditions including, but not limited to, electrical interference, weather, acts of God or governmental authority, equipment failure, user error and the failure of any switch, router or other connecting telecommunications device, that periodic service interruptions may be necessary to perform maintenance on Third Party networks and facilities, and that, therefore, Organon cannot guarantee the availability of the Service at all times and under all circumstances. In addition, due to the continual development of new techniques for intruding or attacking networks, Organon does not warrant that the Service, or any equipment, system or network on which the Service is used will be free of vulnerability to intrusion or attack.

## **6. Indemnification.**

6.1 Indemnification. Organon will defend, indemnify and hold Customer harmless from liability resulting from infringement by the Software of the Proprietary Rights of a Third Party, provided that (a) Customer promptly notifies Organon of any threats, claims and/or proceedings related thereto; (b)

Customer gives Organon all reasonable assistance including, without limitation, providing information, documents and access to Customer's employees; and (c) Organon will have sole control of the defense and/or settlement thereof. Customer will be entitled to participate in any such action or proceeding at its own expense, with counsel of its own choosing.

6.2 Exclusions. The indemnification obligation of Organon in Section 6.1 above does not apply to the extent any infringement claim is based, in whole or in part, on (a) any use of the Software outside the scope of the license described in this Agreement or modification or alteration of the Software by any party other than Organon. In addition, Organon's obligations hereunder will not apply to any alleged infringement occurring after Customer has received notice of such suit or proceeding or other communication alleging the infringement unless Organon has given written permission for continued use of the Software or Data. THE PROVISIONS OF THIS SECTION 6 ARE IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED. THE REMEDIES SET FORTH IN THIS SECTION 6 CONSTITUTE ORGANON'S SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR PROPRIETARY RIGHTS INFRINGEMENT.

6.3 Options. In the event the Software or Data, in Organon's opinion, is likely to or does become the subject of a claim of infringement, Organon shall have the right at its sole option and expense to: (a) modify the Software to be noninfringing while preserving substantially equivalent functionality; (b) obtain for Customer a license to continue using the Software; or (c) terminate this Agreement and the license granted hereunder, accept return of the Software and refund to Customer a pro rata portion of the License Fee paid to Organon hereunder for that portion of the Software that is the subject of such infringement, such refund to be based on a straight line amortization over a one (1) year term beginning on the Effective Date or the anniversary thereof, as applicable, and to be refunded to Customer in equal twelve (12) monthly installments over a one-year period.

## **7. Confidentiality.**

7.1 Protection of Confidential Information. During the term of this Agreement, each Party will not use the other Party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any Third Party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants). However, each Party may disclose Confidential Information of the other Party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing Party gives reasonable notice to the other Party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

7.2 Exclusions. Confidential Information does not include information that the receiving Party proves: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party; (b) is known to the receiving Party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information; (d) the receiving Party rightfully obtains from a Third Party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing Party.

7.3 Equitable Relief. The Parties acknowledge that money damages would not be a sufficient remedy for any breach of this Section 7, and without prejudice to any rights or remedies at law or in equity otherwise available to the disclosing Party, the disclosing Party will, if the receiving Party breaches any provision contained in this Section 7, be entitled to injunctive relief, specific performance or other appropriate equitable remedies for any such breach.

**8. Limitation of Liability.** Organon (for purposes of indemnification, warranties, and limitations on liability, Organon and its Third Party data providers are hereby collectively referred to as “*Organon*”) will not be liable to Customer for any loss or injury arising out of or caused in whole or in part by Organon’s acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the Service. IN NO EVENT WILL ORGANON BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR USE OF DATA DELIVERED HEREUNDER OR THE UNAVAILABILITY THEREOF. CUSTOMER AGREES THAT ORGANON’S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ALL CAUSES OF ACTION WILL BE LIMITED TO AND NOT EXCEED CONSIDERATION ACTUALLY PAID TO ORGANON BY CUSTOMER UNDER THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

**9. General Provisions.**

9.1 Non-Assignment/Binding Agreement. Neither this Agreement, nor any rights hereunder may be assigned or otherwise transferred by either Party, in whole or in part, without the prior written consent of the other Party, except to a successor in interest of all or substantially all of the assets, equity or business to which this Agreement relates. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns.

9.2 Notices and Requests. All notices, requests and other communications hereunder will be in writing and will be delivered in person or sent by courier service, or by email (with confirmation of receipt) to the address or email address of the Party set forth on the signature page of this Agreement or to such other address designated in writing by the receiving Party. Unless otherwise provided, notice will be effective on the date it is officially recorded as delivered, as evidenced by delivery receipt or equivalent.

9.3 Controlling Law and Venue. This Agreement will be deemed to have been made in, and will be construed pursuant to the laws of, the State of Oklahoma and the United States without regard to any conflicts of law principles, and venue and jurisdiction for any disputes lie exclusively in Oklahoma County, State of Oklahoma. The parties further agree not to disturb such choice of forum, and if not resident in such state, waive the personal service of any and all process upon them, and consent that such service of process may be made by certified or registered mail, return receipt requested, addressed to the parties as set forth herein.

9.4 Severability. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof will not be affected, and this Agreement will continue in full force and effect as if such unenforceable provision had never constituted a part hereof, and the unenforceable provision will be automatically amended so as best to accomplish the objectives of such unenforceable provision within the limits of applicable law.

9.5 Relationship of the Parties. Nothing in this Agreement will be construed to constitute either Party as the agent, employee or representative of the other Party and no joint venture or partnership will be created hereby. Neither Party will make or have the power or authority to act for, bind or otherwise create or assume any obligation on behalf of the other Party for any purpose whatsoever.

9.6 Waiver. The failure of either Party to enforce any provision of this Agreement will not constitute a waiver of any prior, concurrent or subsequent breaches of the same or any other provisions. A waiver will not be effective unless made in writing and signed by an authorized representative of the waiving Party.

9.7 Force Majeure. Neither Party will be responsible for any failure to perform its obligations under this Agreement (other than obligations to pay money and confidentiality obligations) if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, fire, laws or governmental regulations or other causes which are beyond the reasonable control of such Party and without such Party’s fault or negligence. In the event of such a cause, the Party affected will give prompt notice to

the other Party, stating the period of time the same is expected to continue. If any such failure or delay in performance continues for longer than ninety (90) days, either Party may terminate this Agreement upon written notice to the other.

9.8 Section Headings. The section headings used in this Agreement and Schedules, are intended for convenience only and will not be deemed to supersede or modify any provisions.

9.9 Costs and Attorneys' Fees. In the event of any dispute, controversy, or other proceedings (including litigation or arbitration) arising out of or related to this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs, including actual attorney and expert witnesses' fees and costs, and court or arbitration fees and costs.

9.10 Entire Agreement. This Agreement, including the Schedules, will constitute the entire agreement between the Parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any modifications or amendments of any provision of this Agreement will be effective only if in writing and signed by both Parties.