

**EXHIBIT A TO EMPLOYER AGREEMENT (THE "AGREEMENT")**  
**GRAVIE TERMS OF SERVICE**

Last Updated: November 19, 2016

**SECTION I: Services and Scope of Work**

1.1 Services. Gravie, Inc. and its subsidiaries provide an array of services to individuals and employers ("Services"). Gravie, Inc. provides online and telephonic tools and payment services to assist individuals in selecting from a broad array of products and services, including policies of health insurance as well as other products and services for the general improvement of health, and programs and tools to promote exercise, fitness, and nutrition. Gravie Agency LLC, a wholly owned subsidiary of Gravie, Inc., provides Broker and Other Services to individuals and employers as described below. Gravie Administrative Services LLC, a wholly owned subsidiary of Gravie, Inc., provides Plan Administration Services to employers.

a. Broker Services. Gravie Agency LLC ("Agency") will provide information and services to help Company's employees select the optimal insurance coverage through personalized decision support systems designed to match employees, spouses and their dependents with appropriate in policies of insurance and other products and services made available to them by Agency (the "Broker Services"). Broker Services are provided by Agency to individuals, including employees, spouses and their dependents. Company is not a party to any agreement entered into by employees, spouses or their dependents with insurance companies or providers of health and wellness services made available through the Broker Services. If the Company opts to offer a group insurance policy, Broker Services are provided to the Company.

Agency will provide access to a wide range of policies of health insurance authorized to be sold by licensed insurance companies, and shall retain sole discretion over the selection of insurance policies and insurance companies that it will make available to employees, spouses and dependents. The decision to purchase any insurance policies shall be at the sole discretion of individuals. All communications regarding the Broker Services and policies of insurance shall be supplied by Gravie. Gravie will use commercially reasonable efforts to educate and assist employees, spouses and their dependents in selecting the health plan option that best fits their needs, but does not represent or guarantee that any option selected by an individual will provide the greatest benefits or lowest cost under the particular facts and circumstances. Gravie will use commercially reasonable efforts to accurately describe the health insurance benefits, rights and features, but does not represent or guarantee that every communication will be correct or complete.

b. Payment Services. Gravie, Inc. will obtain and provide to Company valid written elections of employees to reduce after tax pay in amounts necessary to pay for products and services made available by Gravie, including premiums for individual policies of insurance. Company agrees to permit Gravie to pull an equivalent dollar amount from an account maintained by Company as specified in Section 2 of the Employer Agreement. Gravie will facilitate payment of service fees and insurance premiums on behalf of Company's employees. Employers with a group health plan should refer to their Cafeteria Plan Document for a description of tax treatment of premiums.

c. Plan Administration Services. If Company elects the Gravie third party administration services, it will enter into a separate Administrative Services Agreement with Gravie Administrative Services LLC ("Administrator"). Company shall pay all fees and expenses described in the Employer Agreement and the Administrative Services Agreement.

d. Other Services. Gravie may make other insurance and related services available to individuals, including but not limited to programs and tools to promote exercise, fitness, and nutrition. Gravie shall retain sole discretion over the selection of products services that it will make available. Products and services made available by Gravie are not intended to be part of or funded by any employer-sponsored welfare benefit plan. Nor are they, or intended to be, medical evaluations, examinations, advice, consultations, or treatment. Neither Gravie nor any subcontractor of Gravie is responsible for medical outcomes of any employee or dependents.

1.2 Customer Service. Agency will make available resources to answer questions from employees regarding employee website usage, Broker Services, and other products and services offered by Gravie.

1.3 Website. Gravie, Inc. will provide reasonable access to a website that provides employees with online access to insurance policies that are available to them.

1.4 Records. Agency and Administrator (collectively "Gravie") agree to retain records for seven years under the Agreement consistent with their respective roles and applicable law. Upon termination of this Agreement, Agency shall provide copies of records to Company upon request consistent with its Privacy Policy and applicable law. Agency shall not be responsible for storing copies of records after termination of this Agreement except as provided above.

1.5 Disclosures. Agency may receive commission from third party health insurance companies for the sale of group and individual insurance policies. Health insurance premiums may include commissions, but individuals pay the same rate whether or not they use an insurance broker. Fees paid by the Employer to Gravie, Inc. or Administrator are separate and apart from, and may be in addition to, commissions earned by Agency. No employees will pay fees to Agency or Administrator for Broker or Other Services.

**SECTION II: Obligations of Company**

2.1 Information. Company shall provide to Gravie such accounts and routing information and facilitate such transactions (e.g. receipt and disbursement of funds through ACH as Gravie reasonably requests to facilitate the delivery of Services).

2.2 Funding Arrangement. Funding for the Services shall be as follows:

a. On a daily basis, Company will allow Gravie or its agent to initiate transfer via ACH electronic funds transfer from Company's designated bank account in the amount necessary to complete the payment for Services as contemplated herein and consistent with Company's personnel policy.

b. In no event will Gravie or its agent be obligated to issue payments of any kind until funds are successfully transferred from the Company to Gravie as described in Section 2.2(a) of this Exhibit A above.

2.3 Other Health Insurance Coverage. Company represents and warrants that Gravie is not a fiduciary with respect to any group health plan maintained by Company. The parties acknowledge and agree that Gravie is neutral and assumes no responsibility with respect to any decision made by Company to adopt, modify, amend or terminate a group health plan.

2.4 Permission to Market to Employees; Employee Data. Company shall permit Agency to market and promote Broker and Other Services to employees, spouses and their dependents, including insurance policies and wellness products and services. Company shall not have the right to approve or modify Agency brochures or promotional material related to individual insurance policies except to verify that Company's name or logo is not displayed on such materials. All questions by employees regarding individual insurance policies will be referred to Agency. Company shall provide Agency with the appropriate contact information for employees.

Company to Maintain Complete Neutrality. Company shall maintain complete neutrality regarding individual policies of insurance made available by Agency to employees, spouses and their dependents. To this end, Company shall not: (1) require employees, spouses or their dependents to participate in the Broker Services or Other Services or purchase individual insurance policies or wellness products or services; (2) endorse any individual insurance policy or insurance company made available by Agency through the Broker Services or Other Services; (3) describe the Broker Services or Other Services or individual insurance policies as the Company's plan or our plan; (4) make references to the Broker Services or Other Services or individual insurance policies on emails or company letterhead; (5) include a description of the Broker Services or Other Services or individual insurance policies or insurance companies or any funds made available by employer for purchase of such individual policies in any summary plan description; (6) negotiate with insurance companies regarding policies made available through the Broker Services or Other Services; (7) maintain insurance claims forms in the workplace; (8) answer employee questions on insurance coverage regarding any individual policy purchased through the Broker Services or Other Services; or (9) assist employees with disputed insurance claims. Participation in Broker Services or Other Services by employees, spouses and their dependents shall be completely voluntary.

2.5 Notice to Employees. Company agrees to provide or permit Agency to provide the following notice to employees at the time of enrollment for Broker Services:

IMPORTANT NOTICE: INDIVIDUAL INSURANCE POLICIES MADE AVAILABLE THROUGH THE GRAVIE SERVICE ARE NOT SPONSORED OR ENDORSED BY YOUR EMPLOYER. THESE VOLUNTARY POLICIES ARE NOT PART OF OR FUNDED BY AN EMPLOYER-SPONSORED BENEFIT PLAN WITHIN THE MEANING OF THE EMPLOYEE RETIREE INCOME SECURITY ACT OF 1974 (ERISA). YOUR EMPLOYER DOES NOT ENDORSE THE COVERAGE, AND SIMILAR POLICIES MAY BE PURCHASED OUTSIDE OF THE GRAVIE SERVICE. ALL ELIGIBILITY REQUIREMENTS, BENEFITS, AND CLAIMS PROCEDURES RELATED TO THESE POLICIES ARE SUBJECT TO THE TERMS OF THE INDIVIDUAL POLICY.

2.6 Personnel Tax Obligations. Company acknowledges and agrees that recent changes in tax law prohibit pre-tax employer payments or reimbursement of premiums on behalf of employees for individual policies of health insurance. As a result, amounts transferred to Gravie for payment of individual health insurance premiums may constitute taxable income to employees. It may be necessary to include the value of those payments in determining state and federal income tax withholding requirements, employment taxes (for example, but not limited to, FICA, FUTA, and SUTA), workers compensation insurance, and other state and local taxes. Gravie does not provide tax or legal advice, and Gravie specifically disclaims any responsibility for employment or income tax withholding, contributions, or reporting on behalf of Company or Company's employees. Company agrees to seek its own legal, tax and payroll experts to determine its obligations with respect to these amounts.

### **SECTION III: Term and Termination**

3.1 Term. This Agreement will commence on the Effective Date and will continue for a period of one (1) year, unless earlier terminated as provided herein (the "Initial Term").

3.2 Extended Terms. Upon the expiration of the Initial Term, this Agreement will automatically be extended for successive additional one (1) year periods unless earlier terminated as provided herein. Each such period following the Initial Term is referred to herein as an "Extended Term." The Initial Term and any Extended Term(s) are referred to herein collectively as the "Term." The Parties may agree to changes to the Agreement at any time upon ninety (90) days' prior written notice.

3.3 Termination. This Agreement may be terminated without cause by either Party at the end of the Initial Term upon at least sixty (60) days' prior written notice to the other Party.

#### **3.4 Termination for Cause.**

- a. Either Party may terminate this Agreement upon sixty (60) days' prior written notice to the other stating the effective date of termination upon the bankruptcy, insolvency, dissolution or appointment of a receiver with respect to the other Party.
- b. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other stating the effective date of termination in the event the other Party commits a material breach of any obligation or covenant under this Agreement and the breaching Party fails to cure such breach within thirty (30) days following receipt of notice of such breach from the non-breaching Party indicating the specific term or terms of the Agreement which have been breached and describing, in reasonable detail, the event or events which have caused the breach.

3.5 Waiver. Any waiver of a breach of this Agreement will not constitute a waiver of any subsequent breach.

### **SECTION IV: Miscellaneous**

4.1 Not a fiduciary. Company acknowledges and agrees that neither Gravie nor any subcontractors performing services on Gravie's behalf are acting as a fiduciary of any employee welfare benefit plan, and that Company does not intend to establish an employee welfare benefit plan in connection with its agreement to allow Gravie to facilitate premium payments through after-tax payroll deduction elections.

4.2 Safekeeping of Personal Data. The Parties agree to keep all personal data confidential and secure in accordance with all applicable laws, and to implement reasonable administrative, physical and technical safeguards to protect any and all personal data from unauthorized access in accordance with the terms of this Agreement.

4.3 Use and Disclosure of Personal Data. Gravie may use and disclose personal data to its subcontractors and agents as necessary to carry out its services to employees, provided that any third party to which Gravie discloses personal data provides written assurances in advance that: (i) the information will be held confidentially and used or further disclosed only as required by law; (ii) the information will be used only for the purpose for which it was disclosed to the third party; and (iii) the third party promptly will notify Gravie of any instances of which it becomes aware in which the confidentiality of the information has been breached. Except as provided herein, in no event shall Gravie disclose personal data to a third party including a government agency except under a valid order from a court having jurisdiction or under a valid discovery request or subpoena which requires the specific disclosure.

4.4 Notice. Notices provided under the terms of this Agreement will be in writing and will be sufficient if given by registered or certified mail, postage prepaid, return receipt requested, by private courier service or by facsimile or email addressed to the Company at the address listed on the signature page

hereto and to Gravie at 10 South Fifth Street, Suite 650, Minneapolis, MN 55402, Attn: Chief Financial Officer, email: mciolko@gravie.com or to such other addresses as the parties may designate by like notice from time to time.

4.5 Definitions. Capitalized terms used but not defined in this exhibit shall have the meaning set forth in the Agreement including other exhibits to the Agreement.

#### **SECTION V: Indemnification**

##### 5.1 Indemnification by Gravie

- a. Subject to the terms and conditions of this Section 5.1, Gravie will indemnify, defend and hold harmless Company, its directors, officers, employees and agents, from and against any and all damages, claims, losses, liabilities, judgments and expenses, including but not limited to reasonable attorney's fees, court costs and other damages and expenses arising out of Gravie's breach of this Agreement, breach of laws that apply to Gravie, negligence or willful misconduct (each a "Company Claim").
- b. Gravie will further indemnify and defend any third party action brought against Company to the extent that it is based on a claim that the System, used within the scope of the license granted to each employee or dependent, infringes or misappropriates any valid United States patent, trademark, trade secret or copyright, provided that Company notifies Gravie in writing immediately upon Company's receipt of the claim, and Company provides Gravie with the assistance, information, and authority reasonably necessary to perform the defense. Reasonable out-of-pocket expenses incurred by Company in providing such assistance shall be reimbursed by Gravie. Gravie shall have the right to control the defense and settlement of all such claims, lawsuits and other proceedings. In no event shall Company settle any such claim, lawsuit, or proceeding without Gravie's prior written approval.
- c. Gravie shall have no liability under this Section 5.1 for any Company Claim or other liability based on or relating to: (i) Company Marks or any third party component in the System; (ii) any misuse of the System; or (iii) any combination of the System with other software or materials if such infringement would have been avoided by use of the System alone.
- d. If a third party infringement claim is sustained in a final judgment from which no further appeal is taken or possible, or if an employee or dependent's use of the System is enjoined by a court, then Gravie may in its sole election and at its expense either: (i) procure for the employee or dependent the right to continue to use the infringing materials pursuant to this Agreement; (ii) replace or modify the infringing materials to make them non-infringing but functionally equivalent; or (iii) terminate this Agreement. The foregoing obligations in this Section 5.1 state the entire liability of Gravie and the exclusive remedy of Company with respect to any actual or alleged infringement of any intellectual property rights under this Agreement.

##### 5.2 Indemnification by Company

- a. Company will indemnify, defend and hold harmless Gravie, its directors, officers, employees and agents, from and against any and all damages, claims, losses, liabilities, judgments and expenses, including but not limited to reasonable attorney's fees, court costs and other damages and expenses arising out of (a) Company's breach of this Agreement or any applicable Exhibit, breach of laws that apply to Company, negligence or willful misconduct; (b) claims of employees, spouses or dependents relating to claims for benefits under any group health plan or account, and (c) Company's Marks or their use as permitted herein (each, a "Gravie Claim").
- b. If Gravie is not named as a Party in any action involving a Gravie Claim, Company will have the sole right and responsibility, at Company's sole expense, to control the defense of the Gravie Claim (including the selection of counsel), and Gravie will provide full cooperation to furnish reasonable information and assistance with respect to that defense. Under such circumstances, if Company asserts or notifies Gravie that it intends to assert a claim of indemnification under this Section against Gravie, Company shall not have the authority to settle the Gravie Claim without Gravie's consent. Company shall prosecute such Gravie Claim in a separate action and Gravie waives the defense that res judicata, collateral estoppel, or similar doctrines would bar such an independent action. If Company does not assert and does not intend to assert a claim of indemnification under this Section against Gravie, Company will have the authority to settle such action without Gravie's consent.
- c. If Gravie is named as a Party in any action involving a Gravie Claim, Company will also have the sole right and responsibility, at Company's sole expense, to control the defense of the Gravie Claim (including the selection of counsel), and Gravie will, at Company's request and expense, furnish reasonable information and assistance with respect to that defense. Under such circumstances, if Company reasonably determines that a conflict of interest exists between the Parties, then Gravie will, and otherwise Gravie may in its sole discretion, participate in such defense, at its own expense and through counsel of its choice. Whether or not Gravie does so, each Party will assert all claims for indemnification under this Section against the other in the action itself, and neither Party will have the authority to settle the action without the consent of the other.

5.3 Indemnification Standards. The acts and omissions of the officers, directors, employees, agents, assigns, successors, and affiliates (and the respective officers, directors, employees, agents, and assigns and any of the preceding) of an indemnifying party will be deemed to be the acts and omissions of the indemnifying party, and the indemnified party will include the applicable party and its affiliates and their respective officers, directors, employees, agents, and assigns.

5.4 Limitations on Liability. Notwithstanding anything to the contrary, no limitations of liability, disclaimers or waivers of any damages that are set forth in this Agreement or any Exhibit will apply to losses or obligations arising in connection with (i) a Party's breach of its confidentiality obligations or (ii) a Party's actual or alleged infringement, violation or misappropriation of the intellectual property rights of the other Party, as described in Exhibit B to this Agreement. For the purposes of this Section, a reference to a Party will be deemed to include that Party's employees, agents, consultants, subcontractors, or any other individuals acting on that Party's behalf.

#### **SECTION VI: General**

6.1 Force Majeure. If any Party is delayed or prevented from fulfilling its obligations under this Agreement by Force Majeure, said Party will not be liable under this Agreement for said delay or failure. "Force Majeure" means any cause beyond the reasonable control of a Party, including but not limited to acts of God, civil or military disruption, terrorism, disease epidemic, fire, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

6.2 Governing Law. The validity of this Agreement, the interpretation of the rights and duties of the Parties hereunder and the construction of the terms hereof will be governed in accordance with the laws of the State of Minnesota, excluding its choice of law principles which would cause the laws of another state to apply.

- 6.3 Severability. If any part of this Agreement should be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found void or unenforceable.
- 6.4 Complete Agreement. This Agreement, including the Exhibits, constitutes the complete understanding of the Parties and supersedes any and all other agreements, either oral or written, between the Parties with respect to the subject matter hereof. Amendments to this Agreement, including the addition, removal or amendment of Exhibits, may be made either by the procedure established in Section 1 of the Employer Agreement or a by written agreement signed by both Parties.
- 6.5 Counterparts. This Agreement may be executed in one or more counterparts, all of which together will constitute only one (1) Agreement.
- 6.6 Captions. The captions or headings of the sections and other sections and subsections hereof are inserted only as a matter of convenience and shall have no effect on the meaning of the provisions hereof.
- 6.7 Authority. Company and Gravie each represents to the other that it has taken all necessary corporate action to authorize the execution and delivery of this Agreement.
- 6.8 Independent Contractor. In carrying out its duties hereunder, Gravie shall be an independent contractor with respect to Company. Neither this Agreement nor the exercise of any of the authority granted to Gravie hereunder shall be deemed to create any partnership, joint venture, association or other relationship between Company and Gravie.
- 6.9 No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties, and there are no third party beneficiaries to the Agreement, including without limitation, any employees, spouses or their dependents.
- 6.10 Cumulation of Remedies; No Waiver. The various rights, options, elections, powers, and remedies of the respective Parties as provided in this Agreement are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law. The failure of a Party to exercise any of its rights or to give any notice with respect to any default by the other Party or otherwise to insist upon the strict performance of the other Party's obligations hereunder shall not be deemed a waiver of such Party's right with respect thereto in the future.
- 6.11 Assignment. Neither party may assign this Agreement or any of its rights or obligations hereunder without the advance written consent of the other party, which such consent shall not be unreasonably withheld. Notwithstanding the above, however, either party may, upon written notice to the other, assign this Agreement without the other party's written consent to an entity (including an affiliated entity) that acquires operational control of it and/or substantially all of its assets. Subject to the foregoing restrictions, this Agreement will be binding on the successors and assigns of the respective parties.
- 6.12 Assumption of Liabilities. Neither Party shall, by entering into this Agreement, become liable for any of the existing or future liabilities, fiduciary obligations, or debts of the other Party.
- 6.13 Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 5.4 OF THIS EXHIBIT A, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO: DAMAGES FOR LOSS DATA, LOSS OF BUSINESS, LOSS OF PROFITS OR INVESTMENT, OR THE LIKE ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE AND REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SHALL APPLY IRRESPECTIVELY OF THE SUCCESS OR FAILURE OF ANY EXCLUSIVE REMEDIES HEREIN. THE MAXIMUM TOTAL LIABILITY OF GRAVIE TO COMPANY, REGARDLESS OF THE FORM OF ACTION OR THE REASON FOR THE RECOVERY, SHALL BE LIMITED TO DIRECT MONETARY DAMAGES TO COMPANY IN AN AMOUNT NOT TO EXCEED ONE THOUSAND DOLLARS IF ALLOWED BY LAW. THE LIMITATIONS OF THE DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN GRAVIE AND COMPANY.
- EXCEPT AS PROVIDED IN THIS EXHIBIT A, THE SERVICES, SOFTWARE, DISK(S), RELATED MATERIALS, CONTENT AND/OR RELATED SERVICES ACCESSIBLE THROUGH THE SOFTWARE, ARE PROVIDED "AS-IS," AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GRAVIE AND ITS SUBSIDIARIES, AFFILIATES, RESELLERS, LICENSORS, PARTICIPATING FINANCIAL INSTITUTIONS, THIRD-PARTY CONTENT OR SERVICE PROVIDERS, DISTRIBUTORS, DEALERS OR SUPPLIERS ("REPRESENTATIVES") DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, SOFTWARE, DISK(S), RELATED MATERIALS, CONTENT AND ANY SERVICES, INCLUDING THEIR FITNESS FOR A PARTICULAR PURPOSE, SECURITY, QUALITY, MERCHANTABILITY, OR THEIR NONINFRINGEMENT. GRAVIE DOES NOT WARRANT THAT THE SOFTWARE OR ANY RELATED SERVICES OR CONTENT IS SECURE, OR IS FREE FROM BUGS, VIRUSES, ERRORS, OR OTHER PROGRAM LIMITATIONS, INCLUDING BUT NOT LIMITED TO ACCURATE OR UPDATED THIRD-PARTY CONTENT, NOR DOES GRAVIE WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE OR CONTENT THROUGH THE SOFTWARE, OR CONTINUED ACCESS TO THE SOFTWARE OR TO THE DATA ENTERED INTO THE SOFTWARE.
- 6.14 Right to Audit. Upon a minimum of thirty (30) days advance written notice by Company, Gravie agrees to provide Company or Company's designated auditor with access to information needed to conduct an audit of records maintained by Gravie relating to performance of Services under the Agreement. Audits shall be performed at Company's sole cost and expense during normal working hours.
- 6.15 Arbitration. In the event of a dispute arising from this Agreement, the Parties shall endeavor in good faith to settle the dispute through negotiation. If the dispute cannot be resolved through negotiation, either of the Parties has the right to submit the matter in dispute to binding arbitration. Written notice of the intent to submit a matter to arbitration shall be given by the Party requesting the same. The arbitration proceedings shall be conducted in accordance with the commercial rules of the American Arbitration Association, or if the parties so agree, the relevant rules of another arbitration entity or organization agreed upon by the parties. Such arbitration shall be held in Minneapolis, Minnesota. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16, and judgment upon the arbitrator's award may be entered in any court having jurisdiction over such matter. No dispute shall be brought more than two years after the event giving rise to the dispute occurs. The arbitrator's fees shall be borne equally by the Parties.
- 6.16 Change in Ownership/Control. In the event of a change in ownership or change in control of a Party, that Party's successor or assign will have the same rights, remedies, obligations and liabilities as that Party had prior to the change in ownership or change in control.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION ENFORCEABLE BY THE PARTIES.**