



End User License Agreement

TEN PENN CENTER, 1801 MARKET STREET, SUITE 300, PHILADELPHIA, PA 19103
215-446-4000

Please Read The Following Agreement Carefully Before Using This Site.

BY ACCESSING THE SITE OR USING THE PRODUCT, YOU CONFIRM YOUR COMPLETE ACCEPTANCE OF THIS AGREEMENT AS WELL AS THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN ANY POLICIES THAT MAY BE POSTED IN VARIOUS LOCATIONS ON THE SITE, JUST AS IF YOU HAD SIGNED THIS AGREEMENT. YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF YOUR RIGHTS AND OBLIGATIONS CONCERNING THE SITE AND ITS CONTENTS (INCLUDING THE PRODUCT), AND SUPERSEDES ANY PRIOR PROPOSAL OR UNDERSTANDING, WHETHER ORAL OR WRITTEN, AND ANY AND ALL COMMUNICATIONS YOU HAVE HAD CONCERNING YOUR USE OF THE SITE AND/OR THE PRODUCT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, YOU MUST PROMPTLY CEASE USE OF THE SITE, ANY DOWNLOADED MATERIAL FROM THE PRODUCT, AND THE PRODUCT.

eStatement Studies™ End User License Agreement

This agreement (the "Agreement") between you ("You" or "End-User"), and The Risk Management Association ("RMA"), governs Your use of this website (the "Site"), and sets forth the terms and conditions under which You may use the product made available through the Site (the "Product"). The Product is comprised of certain financial statement information and software developed and owned by RMA. The Site and the Product are made available to You provided You comply with all terms and conditions set forth below. Unless earlier terminated, this Agreement will expire on the last day of October of the current year (the "Expiration Date").

1. Services

(a) **Services.** Subject to the terms and conditions set forth in this Agreement, RMA grants You a non-exclusive, non-transferable, limited right to access, use and display this Site and access the Product. You agree not to interrupt or attempt to interrupt the operation of the Site in any way or circumvent or attempt to circumvent any security feature of this Site. RMA shall use reasonable commercial efforts to make the Site and the Product available twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement. End-User agrees that from time to time the Site and the Product may be inaccessible or inoperable for various reasons, including but not limited to (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs; or (iii) causes beyond the control of RMA or which are not reasonably foreseeable by RMA, such as interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures, force majeure, strike, fire, flood, earthquakes, governmental acts or orders or restrictions, failure of suppliers (collectively "Downtime"). RMA shall use reasonable commercial efforts to minimize any disruption, inaccessibility and/or inoperability of the Site or the Product in connection with Downtime, whether scheduled or not, but RMA shall not be responsible for Downtime.

(b) **User Names and Passwords.** End-User will be provided with one or more user names and passwords to permit End-User to access the Site and the Product. End-User is responsible for the designation of appropriate employee access to the Site and the Product. RMA shall issue necessary user name(s) and password(s) to designated employee(s). End-User is solely responsible for, and shall maintain the confidentiality of, its user name(s) and password(s), and is solely responsible for all activities that occur under such user name(s) and password(s). Neither RMA nor any third party shall be liable for any loss or damage arising from use of the user name(s) and password(s) assigned to End-User or to End-User's employees.

(c) **Technical Support.** "Technical Support" means (a) provision to End-User of the documentation related to the Product that is generally made available to other end users of the Product (typically found in the Help portion of the product); and (b) responding to questions regarding the Product posed by End-User email.

(d) **Proprietary Rights.** This Agreement does not convey to End-User ownership of the Site or the Product, but only the limited right to use the Site, the Product, and the Documentation for End-User's internal needs as permitted by this Agreement. End-User acknowledges that the Site, the Product, and all Documentation, technical data and information associated therewith constitute trade secrets and are the valuable property of RMA, and that the Site, the Product, and all Documentation are protected by copyright and trademark laws. End-User may not use or disclose the Site, Product or Documentation, or any technical data and information associated therewith except as provided herein, and shall make the Site, Product Documentation, or any technical data and information associated therewith available only to those of the End-User's employees with a need-to-know. End-User shall not, and shall not attempt to, alter, modify, adapt, translate, copy, distribute, disassemble, reverse engineer, or create derivative works of the Site or the Product. End-User may not lease the Site, Product, or Documentation, or use the Site, Product, or Documentation to provide outsourcing services to third parties or in a service bureau environment. End-User has no license or other authorization to copy or use trademarks, registered trademarks, service marks, copyrightable material, or other intellectual property, except as provided herein. Various products and services described on the Site may carry registered or other trademarked symbols that are the sole property of their respective owners. Upon termination or expiration of this Agreement or upon request of RMA, End User shall cease using the Product and return any Documentation to RMA. End User acknowledges that any breach of its obligations with respect to the Site, the Product, and the Documentation may cause immediate and irreparable injury for which there are inadequate remedies at law and that RMA in such case shall be entitled to equitable relief, to recovery of its attorney's fees, and to any other costs associated with any such proceeding, and to all other remedies available to it.

2. **Term and Termination.** You may access the Site until the Expiration Date. Your rights hereunder will also terminate automatically if You fail to comply with any term or condition of this Agreement. Upon termination or expiration of this Agreement, all amounts owed by End-User hereunder, including amounts not yet invoiced to End-User, shall immediately become due and payable. End-User's obligations to pay all amounts due, as well as either party's obligations relating to indemnification, warranties, disclaimers of warranty, protection of intellectual property, and confidential information shall survive termination or expiration of this Agreement.

3. Warranties and Indemnification

(a) **End-User Warranty.** End-User represents and warrants to RMA that End-User has the power and authority to enter into and perform its obligations under this Agreement. End-User agrees to defend, indemnify, and hold harmless RMA, and their respective directors, officers, agents and employees, from and against any claims, damages, costs, and expenses, including all costs of legal proceedings and attorneys' fees, arising in connection with use of the Site or the Product by End-User or by anyone using a user name and password allocated to End-User or assigned by End-User, or in connection with a violation or breach of this Agreement by End-User or by anyone using a user name and password allocated to End-User or assigned by End-User.

(b) **RMA Warranty.** RMA represents and warrants that it is authorized to permit the use of the Site, the Product, and the Documentation by End User.

Disclaimer. All of the information contained herein is obtained from sources believed by RMA to be accurate and reliable. All representations contained herein are believed by RMA to be as accurate as the data and methodologies will allow. However, because of the possibilities of human and mechanical error, as well as unforeseen factors beyond RMA's control, the information herein is provided "as is" without warranty of any kind and RMA makes no representations or warranties express or implied to a subscriber or licensee or any other person or entity as to the accuracy, timeliness, completeness, merchantability, or fitness for any particular purpose of any of the information contained herein. Moreover, no opinion expressed on a legal matter should be relied on without the advice of counsel familiar with both the facts in the particular case and the applicable law. The information contained herein is not intended to provide loan advice or recommendations of any kind. eStatement Studies™ is intended for educational, informational, and research purposes only. Accordingly, RMA does not offer any advice regarding the suitability of any loan, of any debtor, or of any other business determination made by you, and it assumes no responsibility or liability for any advice or other guidance that you may take from this publication. Prior to making any business decisions, including but not limited to loan decisions, you are advised to conduct all

necessary due diligence as may be appropriate under the circumstances, and RMA assumes no responsibility or liability for any business decisions, including but not limited to loan decision, or other services rendered by you based upon eStatement Studies™ or results obtained therefrom.

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By using this publication, you, the user ("User") **expressly** agree that (a) the credit ratings and other opinions contained in such Information are, and will be construed solely as, statements of opinion and not statements of fact as to creditworthiness or recommendations regarding credit decisions or decisions to purchase, hold, or sell any securities; (b) each rating or other opinion will be weighed solely as one factor in any investment or credit decision made by or on behalf of User; and (c) it will accordingly make its own study and evaluation of each credit decision or security, and of each issuer and guarantor of, and each provider of credit support for, each security or credit that it may consider purchasing, holding, selling, or providing. Without limiting the generality of the foregoing, Moody's and/or RMA does not warrant, guarantee, or represent that the Information can be used to accurately predict defaults, nor shall Moody's and/or RMA be responsible for any inaccurate results or predictions generated by the use of any Information. User agrees and acknowledges that no oral or written information or advice given by Moody's and/or RMA or any of its employees or agents shall constitute a representation or a warranty in connection with the Information provided in this publication.

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4. **Confidentiality**

In using the Site and the Product, End-User may provide data ("End-User Data") to RMA's servers, or to servers maintained by a third party. RMA agrees not to disclose End-User Data to any third party, and not to permit any of its employees, agents, representatives, or sub-contractors to do so, except (i) as necessary to effect, administer, or enforce, a transaction in connection with End-User's use of the Site, the Product, or the Documentation; (ii) in the ordinary course of business to permit RMA to perform its obligations under the Agreement; (iii) as required or permitted by applicable law; (iv) with the prior written consent of End-User; or (v) as permitted in the Agreement. Neither party shall, without first obtaining the written consent of the other party, disclose the terms and conditions of this Agreement, except as may be required to implement and enforce the terms of this Agreement, or as may be required by legal procedures or by law.

5. **Disclaimers; Limitation of Liability.**

You expressly agree that your use of the Site and the Product is at Your sole risk. Neither RMA, nor its affiliates, nor any of our or their officers, directors or employees, agents, third party content providers, sponsors, licensors or the like (collectively, "Providers") warrant that the Site and/or the Product will be uninterrupted or error-free; nor do we make any warranty as to the results that may be obtained from the use of the Site, or as to the accuracy, reliability or currency of any content, information, product or service provided through the Site.

THE MATERIALS AVAILABLE ON AND THROUGH THE SITE MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. RMA DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED OR DISTRIBUTED THROUGH THE SITE. YOU ACKNOWLEDGE THAT ANY RELIANCE ON ANY SUCH OPINION, ADVICE, STATEMENT, MEMORANDUM, OR INFORMATION SHALL BE AT YOUR SOLE RISK. RMA RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS IN ANY PORTION OF THE SITE. RMA MAY MAKE ANY OTHER CHANGES TO THE SITE, THE MATERIALS AND THE PRODUCTS, PROGRAMS, SERVICES OR PRICES (IF ANY) DESCRIBED IN THE SITE AT ANY TIME WITHOUT NOTICE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL RMA BE LIABLE FOR ANY TELECOMMUNICATION SERVICE PROVIDERS, THE INTERNET BACKBONE, ANY ACTIVITIES OF HACKERS OR ANY NEFARIOUS OR CRIMINAL ACTIVITIES, ANY INTERNET SERVERS, END USER'S COMPUTERS, LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, LOSS OF GOODWILL, PROPERTY DAMAGE, PERSONAL INJURY, INTERRUPTIONS OF BUSINESS, OUT-OF-POCKET EXPENSES OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR IF RMA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT OR THE SITE, PRODUCT, DOCUMENTATION, OR SERVICES FURNISHED HEREUNDER. IN THE EVENT ANY OF THE FOREGOING LIMITATIONS OF LIABILITY ARE VOID OR NOT EFFECTIVE, END-USER AGREES THAT THE TOTAL LIABILITY TO END-USER UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE FEES PAID TO RMA BY END-USER UNDER THIS AGREEMENT IN THE YEAR IN WHICH THE ACT OR INJURY THAT GAVE RISE TO THE LIABILITY OCCURRED. END-USER AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE SITE, THE PRODUCT, OR THE DOCUMENTATION MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION ACCRUES, OR BE FOREVER BARRED.

6. **General.**

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof. This Agreement relates to the license of intellectual property and not the sale of goods; the furnishing of tangible items in conjunction therewith is incidental to such license and is intended to be governed by license and contract principles and not by the Uniform Commercial Code. End-User purchase orders may be submitted concurrently or later for funding and administrative purposes but terms and conditions contained therein shall have no force or effect. The waiver or failure of any party to exercise in any respect any right provided for under this Agreement shall not be deemed a waiver of any future right hereunder. No provision of this Agreement which may be found to be illegal, unenforceable, or invalid shall in any way effect the legality, enforceability, or validity of any other provision or provisions of this Agreement, all of which shall remain in full force and effect. Headings used herein are for convenience only and shall not affect the meaning or construction of this Agreement. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. This Agreement shall not be construed against any party by reason of its preparation. End-User may not assign, transfer, or delegate any of its rights, duties or obligations hereunder, in whole or in part, without the prior written consent of RMA. This Agreement shall bind the parties, their successors, heirs, and assigns to the extent permitted hereunder. In all matters relating to this Agreement, End-User and RMA shall act as independent contractors. Except as specified herein, neither party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, to the exclusion of any conflict of law or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

End User License Agreement

Permission to Incorporate Data

Accountants, Consultants, Lawyers and Business Valuation Professionals

AFTER YOU ("Licensee") HAVE READ THE AGREEMENT, CLICK ON THE "I ACCEPT THE TERMS OF THIS AGREEMENT" BUTTON BELOW IF YOU AGREE TO BE BOUND BY ALL OF ITS TERMS.

WITNESSETH:

WHEREAS, The Risk Management Association, a 501(c)(6) not-for-profit corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("RMA") is the owner of certain copyrighted Annual Statement Studies® and of certain books, computer tapes, diskettes or other media containing the information compiled therein;

WHEREAS, Licensee desires to incorporate the Data (or portions thereof) in certain valuation reports, business plans, comparative reports, consultative engagement documents and similar publications prepared by it ("Licensee's Products"), for the benefit of its clients, all in accordance with the terms and conditions hereof;

WHEREAS, licensing such use by Licensee will promote improvement in commercial lending and related credit analysis and thereby further RMA's purposes; and

WHEREAS, Licensee and RMA desire to set forth their understanding with respect to the license hereby granted;

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Grant of Non-Exclusive License. RMA hereby grants to Licensee, and Licensee accepts, the limited, non-exclusive right to incorporate the Data in Licensee's Products solely for distribution and use of Licensee's Products in the United States for the term hereinafter provided, all in accordance with and subject to the terms and conditions hereof. Licensee shall have no right to grant sublicenses hereunder and agrees that it shall not permit any third party in any way to re-sell, market or otherwise distribute Licensee's Products. Licensee shall not rent, lease, sell, sublicense, transfer, time share, modify, reproduce, distribute, publish or publicly display the Data. Licensee may not use the Data for any purpose other than as expressly provided herein. Licensee shall not knowingly cause any person or entity to breach the restrictions included in this Section. In order for RMA to police its rights in the Data, Licensee shall within thirty (30) days after the end of each calendar quarter report to RMA all sales of Licensee's Products during such calendar quarter; each such report shall include the date of sale, the name and address of the purchaser and such other information as RMA may request. Licensee shall submit such report regardless of whether Licensee sells any Products in the applicable calendar quarter.

2. Term. The license granted hereby shall expire 12 months from the date of receipt of this license as indicated by the date at the bottom of this license. Upon the termination or expiration of this license, Licensee shall forthwith cease all production, marketing, distribution and sales of Licensee's Products containing such Data, and at the request of RMA, Licensee shall return the Data to RMA or destroy the Data, in which case, an officer of Licensee shall certify in writing that Licensee has destroyed the Data.

3. Delivery of Data; All Proprietary Interest Retained; No Modification to Data. RMA shall deliver the Data, in such Media as requested by Licensee (to the extent RMA has such Media available), at a mutually agreed date after the Date is made commercially available by RMA. RMA shall notify Licensee if and when future editions of the Data are compiled and available for use by Licensee in accordance with the terms of this Agreement. Title to the Data and all copies thereof, regardless of the Media in which furnished to Licensee hereunder, remain solely with RMA. The compilation of Data is copyrighted and is protected by United States copyright law and international treaty provisions. Licensee covenants not to make any modification, alteration, addition, or deletion to the Data or to such media, or to make any copy of the Data or any media or permit any copy to be made, except such as are necessary to the use of the Data in Licensee's Products in accordance with this Agreement. Upon receiving a later edition of the Data or any Media containing the same, Licensee shall promptly cease using the earlier edition of the Data.

4. Limitations on Licensee's Use, Notice of Limitation. Licensee shall use the Data only in compliance with the terms and conditions of this Agreement and all applicable laws. Licensee shall not unfairly or inaccurately describe RMA's Annual Statement Studies® or the information contained therein. Licensee shall not use the Data except as is necessary to the preparation, manufacture or delivery of Licensee's Products in accordance with the terms of this Agreement. Licensee agrees that it shall not distribute or employ Licensee's Products for use in any activities not directly or indirectly related to commercial lending or credit analysis (such analysis includes, without limitation, evaluation of financial strength and creditworthiness through comparative assessment of operating results, firm capacity and financial condition).

5. Attribution Statement.

(a) Licensee warrants and agrees that it understands and shall provide notice to each recipient of Licensee's Products that (i) the Data was compiled from a sample not necessarily statistically representative and that reliance thereon should be limited accordingly; (ii) the Data has been obtained from or is based upon sources believed by RMA to be reliable, however, the Data is provided without warranty of any kind and RMA makes no representations or warranties, express or implied, to licensee or any other person or entity as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any of the Data; and (iii) the Data is provided without warranty on the understanding that any person or entity that acts upon it or otherwise changes position in reliance thereon does so entirely at such person's or entity's own risk.

(b) Licensee shall accurately describe RMA's Annual Statement Studies® and the information contained therein, and shall state that RMA's Annual Statement Studies® and the information contained therein are copyrighted; and shall not, without specific prior written approval by RMA, refer to RMA or its Annual Statement Studies® in any other manner, or imply any endorsement by RMA of Licensee's Products.

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(b) shall accurately describe RMA's Annual Statement Studies® and the information contained therein, and shall state that RMA's Annual Statement Studies® and the information contained therein are copyrighted; and

(c) shall not, without specific prior written approval by RMA, refer to RMA or its Annual Statement Studies® in any other manner, or imply any endorsement by RMA of Licensee's Products.

7. Termination and Remedies.

(a) In the event Licensee fails to comply with any of the terms or conditions hereof, and such failure continues and is not cured within thirty (30) days of RMA's notice thereof to Licensee, RMA shall have the right to terminate this Agreement; such right of termination shall be in addition to, and not in substitution for, any other rights and remedies RMA may have at law or in equity for breach or default hereunder.

(b) RMA may terminate this Agreement immediately without liability to RMA upon notice of any claim, suit or proceeding alleging that the Data or Licensee's use thereof constitutes an infringement of the intellectual property rights of any third party, and Licensee shall promptly inform RMA of any such claim, suit or proceeding which comes to its attention.

(c) Upon any expiration or termination hereof, Licensee shall forthwith cease using the Data and shall return all media to RMA; Licensee agrees that upon its failure to comply RMA would have no adequate remedy at law and shall be entitled to equitable relief.

(d) Notwithstanding any expiration or termination hereof, Sections 6 through 12 shall survive and remain in full force and effect.

8. Indemnities and Limitation of Liability.

(a) Licensee shall indemnify, defend and hold harmless RMA and its directors, officers, employees and agents from and against any liability, claim, damage, loss, cost or expense (including legal fees) arising out of or relating to (i) any breach of Licensee's representations, warranties, agreements, or covenants under this Agreement, (ii) Licensee's use of the Data (including, without limitation, any claim that such use or the Licensee's Products infringe a third party's copyright or other intellectual property), and (iii) Licensee's operations or business.

(b) RMA shall indemnify and hold harmless Licensee from and against any claim, damage or loss arising out of or relating solely to any breach of RMA's representations, warranties or covenants under this Agreement.

(c) RMA WARRANTS THAT THE DATA HAS BEEN OBTAINED FROM OR IS BASED UPON SOURCES BELIEVED BY RMA TO BE RELIABLE, BUT MAKES NO WARRANTY AS TO ITS ACCURACY OR COMPLETENESS. RMA WARRANTS THAT USE OF THE DATA AS AUTHORIZED IN THIS AGREEMENT DOES NOT VIOLATE THE COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS OF OTHERS. RMA SUPPLIES THE INFORMATION CONTAINED IN THE ANNUAL STATEMENT STUDIES® DATABASE WITHOUT ANY OTHER WARRANTY ON THE UNDERSTANDING THAT LICENSEE OR ANY OTHER PERSON WHO ACTS UPON IT OR OTHERWISE CHANGES POSITION IN RELIANCE THEREON DOES SO ENTIRELY AT SUCH PERSON'S OWN RISK.

(d) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (i) IN NO EVENT SHALL RMA'S AGGREGATE LIABILITIES AND OBLIGATIONS UNDER THIS AGREEMENT EXCEED THE TOTAL OF ALL AMOUNTS RECEIVED BY RMA FROM OR ON BEHALF OF LICENSEE, AND (ii) RMA SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT LOSSES OR DAMAGES WHATSOEVER.

9. Assignment; Binding Agreement. Licensee may not assign this Agreement without the prior written consent of RMA. This Agreement shall be binding upon the parties and their respective affiliates and successors in interest, each party shall insure that their respective affiliates do not take or

cause to be taken any action which would be a breach hereunder by such party, and shall inure solely to the benefit of the parties and their respective permitted assigns and successors in interest, and no other person shall be entitled to any of the benefits conferred by this Agreement.

10. Amendment, Modification and Waiver. No amendment, modification or permanent waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties. RMA may (with or without a writing) waive any instance or instances of default or noncompliance with the terms and conditions of this Agreement, but no such waiver shall be deemed a waiver of any subsequent or different default or noncompliance.

11. Notices. All notices provided for in this Agreement shall be in writing, and may be mailed or delivered to the parties at the addresses set forth in this Agreement, or at other addresses specified by notice hereunder.

12. No Other Agreement. This Agreement constitutes the complete understanding of RMA and Licensee with respect to its subject matter, and no representation other than is contained herein shall be binding.

13. Governance. This Agreement and the rights of the parties under it shall be governed by and construed in all respects in accordance with the laws of the United States of America and the Commonwealth of Pennsylvania without giving effect to any choice of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania). Each party hereby consents to the jurisdiction of any court in the Eastern District of Pennsylvania and to the service of process by mail or by any other means permitted by applicable law.