



THIS MASTER SERVICES AGREEMENT (the “Agreement”) is entered into as of this date (“Effective Date”), by and between Deep Insight Solutions, Inc. /dba/ Lucd, having an address of 424 Church Street, Suite 2000, Nashville, TN 37219 (“Lucd”) and the Customer (each of Lucd and Customer, a “Party” and, collectively, the “Parties”).

WHEREAS, Lucd has developed and owns proprietary technology, source code, and know-how relating to data management, security, analytics artificial intelligence and machine learning, known as Lucd Cloud Enterprise AI Platform (together with any upgrades, updates, and documentation, the “Software”); and

WHEREAS, Customer desires to procure access to and use of the Software through the services described herein, and Lucd wishes to provide such services to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for the mutual promises and undertakings herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Services.** Subject to Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Lucd shall use commercially reasonable efforts to provide to Customer the services allowing access and use of the Software (the “Services”) to individuals authorized and approved by Customer to use the Services (“Authorized User(s)"). The Services may be more fully described in one or more statements of work to be entered into between the Parties (each, a “Statement of Work”). The initial accepted Statement of Work. Additional Statements of Work substantially in the same form as the Statement of Work referenced hereto shall be deemed accepted and incorporated into this Agreement only if signed by both Parties. Lucd shall provide the Services (a) in accordance with the terms and subject to the conditions set forth in the respective Statement of Work and this Agreement; (b) using personnel of required skill, experience, and qualifications; and (c) in a timely, workmanlike, and professional manner.

2. **Proprietary Rights.** Customer acknowledges that as between the Parties, Lucd is the exclusive owner of all right, title, and interest in the Services. Customer shall have the right to use and access the Services in accordance with this Agreement, and other than the rights to access and use the Services granted hereunder, Customer acquires no rights in the Software or related Services, including patents, copyrights, trademarks, and trade secrets, if any, embodied therein. Customer acknowledges that the Services contain valuable proprietary information and trade secrets developed by Lucd and that Lucd retains all ownership and intellectual property rights in and to the Services and anything developed or delivered by or on behalf of Lucd under this Agreement.



3. **Proprietary Notices.** Customer shall not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained or included in any of the Services or any related documentation. Customer shall reproduce and copy all such notices and legends on all applicable copies of the documentation provided in connection with the Services that are permitted to be made hereunder.

4. **Restrictions.** Nothing in this Agreement shall be construed as an implied grant to Customer of any right to, and Customer shall not, and shall not permit any third party to: (a) copy or modify the Services or the software contained therein, in whole or in part; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, or adapt the Services and any software integrated therein, or otherwise attempt to derive or gain access to the source code incorporated in or related to the Services, in whole or in part; (d) bypass or breach any security device or protection used for or contained in the Services; (e) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Services or any related documentation, warranties, disclaimers, or intellectual property rights, proprietary rights, or other symbols, notices, marks, or serial numbers on or relating to any of the Services or related documentation; (f) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (g) use the Services for purposes of benchmarking or competitive analysis of the Services; (h) use the Services in connection with the design, construction, maintenance, operation or use of competitive systems or applications for internal use; (i) input, upload, transmit or otherwise provide any information or materials that, to Customer's knowledge, are unlawful or injurious, or contain, transmit or activate any virus, worm, malware or other malicious computer code; and (j) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm the Services in any manner, in whole or in part.

5. **Customer Obligations.** Customer shall cause all Authorized Users, including but not limited to employees, subcontractors, and other personnel to comply with the terms and conditions of this Agreement. Customer shall cooperate with Lucd, and shall render all reasonable assistance requested by Lucd to assist Lucd in preventing and identifying any unauthorized use of or access to the Services or any breach of this Agreement by Customer's employees, subcontractors, and other personnel.

6. **Customer Data.** Customer is solely responsible for the accuracy, quality, integrity, and legality of any and all Customer data and materials, including access in connection with, submitted to or stored or transmitted on, through or via the Services ("Customer Data"). Customer Data shall not (i) contain or cause to be placed any worms, viruses, or programming routines intended to interfere, damage, corrupt, surreptitiously intercept, distort, or expropriate



any system, data or personal information; (ii) be materially false, misleading or inaccurate; or (iii) violate any federal, state or local laws, rules, and regulations. Lucd may take remedial action should Customer or any its users violate this Section and such remedial action may include, but shall not be limited to, suspension of all or a portion of the Services hereunder or termination of the Agreement or any relevant SOW with respect thereto. Customer hereby grants to Lucd the right to host, use, process, display, and transmit Customer Data to provide the Services pursuant to and in accordance with this Agreement. Customer further hereby grants to Lucd the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services (including, without limitation, information concerning anonymized data derived therefrom, such as transactional and performance data).

7. Fees and Payments.

1. Fees. Customer shall pay to Lucd the fees and expenses as set forth in the Statement of Work ("Financials"). Customer acknowledges that Lucd shall have the right, exercisable from time to time in Lucd's sole discretion, to change prices upon written notice to Customer. New prices will apply immediately to all invoices for billing periods beginning after the written notice. All Fees are exclusive of any state, local, and other taxes and charges (other than income taxes payable by Lucd) applicable to the installation, support, or use of the Services.

2. Payments. All payments due under this Agreement shall be payable by Customer within thirty (30) calendar days after receipt by Customer of Lucd's undisputed invoice (the "Payment Period"). Customer's timely payment of all sums due is a condition precedent to Lucd's obligations under this Agreement. If Customer disputes an item and/or amount on an invoice for which it intends to withhold payment, it must, during the Payment Period: (i) give Lucd a written notice detailing the basis of the dispute (or the invoice shall be deemed undisputed), and (ii) pay all undisputed amounts in full within the Payment Period. Lucd may assess a late payment charge on all undisputed amounts at the rate of one percent (1%) per month or the maximum rate permitted by applicable law, whichever is less, on the unpaid undisputed amount for each month (or fraction of a month) any past due payment. Unless otherwise set forth herein, all amounts paid by Customer under this Agreement are non-refundable. Customer agrees that it has not relied on the future availability of any services, software, or updates in entering into the payment obligations herein; provided, however, the preceding does not relieve Lucd of its obligation to perform the obligations set forth herein.

8. Confidentiality

1. Definition. "Confidential Information" means all information regarding a Party's business or affairs, including, without limitation, products, services, processes, formulations, techniques, data, reports, know-how, trade secrets, patent applications, patent strategies, equipment, programs, developments, business plans, methods, systems, know-how, devices, formulas, prices, or other information, whether in oral, written, or electronic form, either (a)



designated as confidential with an appropriate marking such as “confidential,” “proprietary,” “secret,” or some similar label, or (b) that is disclosed under circumstances or is of a nature such that a reasonable person would know it is confidential. For clarity, the Services, software, and documentation are Lucd’s Confidential Information. For further clarity, Customer’s business plans, market strategies, customer lists, and business partner lists are Customer’s Confidential Information. The following information will not be considered Confidential Information: (i) information that is or was at the time it was disclosed, or becomes after disclosure, without fault of the Party obligated to keep it confidential, generally available to the public; (ii) information with regard to the other Party that is or was already known by a Party at the time of its disclosure, as evidenced by the Party’s written records; (iii) information that is or becomes available to a Party on a non-confidential basis from a source that is not bound by a confidentiality agreement or other obligation of confidentiality relating to such Confidential Information; and (iv) information that was independently developed by a Party without use of the Confidential Information as evidenced by the Party’s written records; or (v) is disclosed pursuant to any judicial or governmental request, requirement or order provided, however, the receiving Party only makes disclosure to the extent required and, prior to making such disclosure, takes all reasonable steps to provide prompt and sufficient notice to the disclosing Party so that the disclosing Party may contest such request, requirement or order. The Confidential Information of each Party shall be safeguarded by the other to the same extent that it safeguards its own confidential materials or data relating to its own business, but with no less than reasonable care. Each Party agrees to limit access to such Confidential Information to employees, agents or representatives who have a need to know such information in order to perform the obligations set forth in this Agreement and such employees, agents or representatives will be notified by the Party providing access to the Confidential Information that the information is confidential in nature and is to be used only for the purposes of performing each Party’s obligations hereunder. The rights and obligations of the Parties hereto therefore also will inure to such employees, agents and representatives of each Party and may be directly enforced by or against same; provided, any breach by any such employee, agent or representative of a Party shall be deemed to be a breach of such Party hereunder. This paragraph shall survive expiration or termination of this Agreement for a period of five (5) years. The Parties agree that the terms and conditions of this Agreement constitute Confidential Information of each Party and are subject to the foregoing terms.

2. Return of Information. Upon request, the recipient of the Confidential Information will promptly return all Confidential Information (or any designated portion thereof), including all copies thereof, to the disclosing Party, or, if so directed by the disclosing Party, destroy such Confidential Information. Within ten (10) days of written request by the disclosing Party, the receiving Party shall certify in writing that it has satisfied its obligations under this Section. If the return or destruction is infeasible, then the receiving Party shall limit further uses and disclosures of such information to those purposes which make the return or destruction of such information infeasible.



3. **Compelled Disclosures.** If a Party is requested or becomes legally compelled to disclose any Confidential Information then, to the extent permitted by applicable law, then the Party subject to such disclosure shall: (a) promptly, and prior to such disclosure, notify the other Party in writing of such requirement so that the other Party can seek a protective order or other remedy or waive its rights under this Section; and (b) provide reasonable assistance to the other Party, at the other Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the other Party waives compliance or, after providing the notice and assistance required under this Section, the Party required to disclose any Confidential Information shall disclose only that portion of the Confidential Information that is legally required to be disclosed and, on the other Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

4. **Feedback.** To the extent Customer makes any ideas, suggestions, enhancements, recommendations or other feedback with respect to the Services ("Feedback") and to the extent Feedback does not contain any Customer Confidential Information, Lucd shall exclusively own such Feedback and is free to use Feedback internally and in the provision of services to other customers.

5. **Equitable Relief.** The Parties acknowledge that monetary remedies may be inadequate to protect rights in Confidential Information and that, in addition to legal remedies otherwise available, injunctive relief is an appropriate judicial remedy to protect such rights.

9. Term and Termination.

1. **Term.** This Agreement shall commence upon the Effective Date and shall continue in full force and effect thereafter until one (1) year after the Effective Date unless terminated as set forth herein. This Agreement shall automatically renew for successive one (1) year terms unless either Party gives sixty (60) days advance written notice of termination prior to the end of the then-current term of the Agreement.

2. **Termination.** Either Party shall be entitled to terminate this Agreement immediately upon delivery of written notice of such termination to the other Party if the other Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party delivers notice of such breach to the breaching Party. Either Party may terminate this Agreement immediately if the other Party is adjudicated as bankrupt or makes an assignment for the benefit of creditors, or if a receiver, liquidator, administrator or trustee is appointed for the other Party's affairs or any analogous procedure is initiated or either Party is dissolved. In the event of any such termination, the non-breaching Party may pursue all rights and remedies available to it at law or in equity.



3. Effect of Termination. Upon any termination of this Agreement, Lucd shall invoice Customer for all accrued Fees, and Customer shall pay the invoiced amount within thirty (30) days after receipt of such invoice unless Customer terminates Lucd for cause or breach. In the event of termination of this Agreement for any reason, the provisions of Sections 1, 4, 7, this Section 9.3, and Sections 10 through 22, shall survive.

10. Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and has obtained all consents and/or permissions necessary to perform or receive the Services as set forth herein. Each Party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or render it incapable of satisfactorily performing hereunder.

11. Disclaimer. OTHER THAN THE FOREGOING WARRANTIES, LUCD MAKES NO REPRESENTATIONS OR WARRANTIES TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, OR ANY OTHER MATERIAL OR SERVICES PROVIDED BY LUCD HEREUNDER. FURTHER, LUCD DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE, DOCUMENTATION, OR ANY INFORMATION CONTAINED THEREIN OR OTHERWISE PROVIDED PURSUANT TO THIS AGREEMENT OR ANY SERVICES, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY, OR OTHERWISE. LUCD DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED, FAULT-TOLERANT, OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, LUCD SPECIFICALLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF, RELATING TO, OR CONNECTED WITH THIS AGREEMENT, OR FOR ANY LOST DATA OR LOST PROFITS, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF LUCD OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LUCD SHALL NOT BE LIABLE TO CUSTOMER OR END USERS UNDER THIS AGREEMENT FOR ANY CLAIM ARISING FROM, RELATING TO, OR CONNECTED WITH THE SOFTWARE, DOCUMENTATION, ANY SERVICES OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY AMOUNTS, IN THE AGGREGATE, IN EXCESS OF THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER IN



THE ONE YEAR PRIOR TO THE FIRST OCCURRENCE GIVING RISE TO THE CLAIM FOR LIABILITY.

Notwithstanding the foregoing, no limitation of either Party set forth in this Section shall apply to: (i) any liability arising out of or in connection with the willful misconduct of a Party; (ii) any claim for a breach of the payment terms set forth herein; and (iii) any claim for intellectual property infringement indemnification arising pursuant to the Agreement.

The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of the Agreement, including, without limitation, the economic terms, would be substantially different.

13. Indemnification.

1. **Lucd's Obligations.** Lucd shall indemnify, defend and hold harmless Customer and its officers, employees and agents from and against all costs, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising from a third party claim of infringement of the Services or related documentation or misappropriation of a trade secret. In the event of such a claim, Lucd may, at its sole option and expense, either (i) procure for Customer the rights necessary to continue using the Services or (ii) replace or modify the same so that it no longer infringes or misappropriates the third party's rights. If Lucd, in its sole discretion, determines that neither of these options is commercially feasible, Lucd may terminate this Agreement for the affected Services and may refund the applicable Fees paid by Customer. The indemnity set forth herein shall be Customer's sole and exclusive remedy and Lucd's sole and exclusive liability for any claim of infringement or misappropriation in connection with the subject matter of this Agreement. Lucd's indemnification obligations herein are contingent upon (i) Customer giving Lucd prompt written notice of such claim, (ii) Customer cooperates at Lucd's cost with Lucd in the defense and settlement thereof, and (iii) Lucd having an opportunity to assume sole control of such defense. Lucd shall not be responsible for or bound by any settlement that it does not approve in writing.

2. **Exclusions.** Lucd's indemnification obligations herein shall not apply where the claim is based in whole or in part on (i) modifications to the Services without Lucd's written instructions or directions, (ii) Customer's failure to use any updates or upgrades provided to Customer where use of such updates or upgrades would have entirely avoided infringement of the third party rights, and (iii) use of the Services other than in accordance with this Agreement.

3. **Customer's Obligations.** Customer shall indemnify, defend, and hold harmless Lucd, its employees, officers, members, managers, directors, and agents against any costs, losses, damages, liabilities, and expenses (including attorneys' fees) arising from, relating to, or connected with a third party claim to the extent that such claim arises from, relates to, or is connected with Customer's use of the Services hereunder, excluding those actions for which



Lucd is indemnifying Customer pursuant to this Section 13.3, Customer's use of the Services was in accordance with the documentation or Lucd's instructions, or Customer's alleged breach of this Agreement, provided that Lucd: (i) promptly notifies Customer in writing of any such claim when Lucd becomes aware of it; (ii) cooperates, at Customer's cost, in the defense or settlement thereof; and (iii) allows Customer sole control of the defense or settlement of the same, Customer shall not be responsible for or bound by any settlement that it does not approve in writing.

4. Indemnification Notice. The Indemnified Party shall promptly notify the indemnifying Party in writing of any claim and cooperate with the Indemnified Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of the action and shall employ counsel of its choice, reasonably acceptable to indemnified Party, to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any action in a manner that adversely affects the rights of any Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section shall not relieve the indemnifying Party of its obligations herein, except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of the failure. The Indemnified Party may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

14. Publicity, Use of Name. Neither Party will make any separate public announcement regarding this Agreement nor any of the contents contained herein without the prior written consent of the other Party. Notwithstanding the foregoing, during the term of this Agreement, Lucd may (i) issue press releases announcing and/or describing the relationship between Lucd and Customer; provided that Lucd gives Customer a reasonable opportunity to review and comment on the proposed disclosure prior to its public release, (ii) use the Customer's name and marks in any general listing of customers of Lucd in marketing and promotional materials, including on the Lucd website, (iii) use Customer's name in connection with proposals to third parties, and (iv) otherwise refer to Customer in print or electronic form for marketing, reference, and other business purposes.

15. Dispute Resolution. In the event of a dispute hereunder, the Parties shall attempt in good faith to resolve the dispute by direct negotiation of non-lawyer representatives of the Parties, beginning with day-to-day operational personnel, then moving to the Parties' respective chief financial officers (or equivalent) and finally their respective chief executive officers (or equivalent). If the Parties are not able to resolve the dispute after the escalation procedure described above, either Party may submit the matter to mediation with a professional mediator selected by the Parties. Good faith participation in and completion of the mediation process is a condition precedent to arbitration or litigation. Either Party may seek equitable relief with any court of competent jurisdiction to protect its Confidential Information.

16. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a “Notice”) must be in writing and addressed to the other Party at its address set forth herein (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, internationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.

17. Sever-ability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or un-enforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, 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.

19. Cooperation. Customer shall at all times during the Term: (a) provide Lucd personnel with such access to Customer’s premises and systems as is necessary for Lucd to perform the obligations under and in connection with this Agreement and (b) provide all cooperation and assistance as Lucd may reasonably request to enable Lucd to exercise its rights and perform its obligations under and in connection with this Agreement.

20. Assignment. This Agreement and the rights and obligations arising hereunder are binding upon and inure to the benefit of the Parties and to their respective successors and assigns. Neither Party will transfer or assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other. However, each Party may assign its rights and delegate its obligations under this Agreement without the other Party’s consent in connection with a merger, acquisition, the sale of all or substantially all of its assets or similar transaction, provided that the assignee agrees in writing to assume all obligations of the assigning Party under this Agreement. Any unauthorized transfer, assignment, or delegation will be null and void.

21. Choice of Law; Jurisdiction. This Agreement and all related documents attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute shall be construed, governed, and enforced under the laws of the United States and the State of Tennessee (without regard to rules governing conflict of laws). The venue for all actions, relating in any manner to this Agreement, shall be in a federal or state court of competent jurisdiction located in Davidson County, Nashville, Tennessee. Each Party to these terms waives any objection based on forum non-conveniens and waives any objection to venue of any action instituted hereunder to the extent that an action is brought in the courts identified above.

22. Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "Force Majeure Event"). Lucd's financial inability to perform, changes in cost or availability of materials, components or services, market conditions, or supplier actions or contract disputes will not excuse performance by Lucd under this Section. Lucd shall give Customer prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. Lucd shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized and resume full performance under this Agreement.

23. Agreement; Authority. This Agreement, including any referencing Schedules or Exhibits, each of which is incorporated herein for all purposes constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no agreements, representations, warranties, promises, covenants, commitments or undertakings other than those expressly set forth herein. No amendment, modification or alteration of the terms of this Agreement shall be binding unless it is in writing and executed by the Parties hereto. By executing this Agreement, each Party acknowledges it has reviewed the Agreement in its entirety and that this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and permitted assigns. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included are intended to authenticate this writing and to have the same force and effect as manual signatures, and that each signatory is a duly authorized representative of each Party.