

END USER LICENSE AGREEMENT

This End User License Agreement (together with all of its exhibits, this “*EULA*” or “*Agreement*”) is entered into by and between you (“*You*”) on behalf of Customer (as defined below), and The Redwood Group, LLC, a Kansas limited liability company (“*Redwood*”), as of the Effective Date.

If You agree with all of the terms and conditions of this EULA, please check the “ACCEPT” button at the bottom of the page. By checking the “ACCEPT” button or accessing or using any part of the Service (as defined below), You indicate to Redwood that You understand and intend your acceptance of this EULA to be the equivalent of a signed, legally binding contract. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE ACCEPTING THIS EULA ON BEHALF OF THE APPLICABLE CUSTOMER (AS DEFINED BELOW), AND YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND CUSTOMER TO THIS EULA. IF YOU DO NOT AGREE WITH ANY OF THE TERMS OF THIS EULA OR DO NOT HAVE FULL AUTHORITY TO BIND CUSTOMER TO THIS EULA THEN DO NOT IN ANY MANNER USE OR PARTICIPATE IN ANY OF THE FUNCTIONALITY OFFERED AS PART OF THE SERVICE.

1. **Certain Definitions.** For purposes of this EULA, capitalized terms shall have the meanings set forth below or as otherwise defined within the other sections hereof.

“*Applicable Law*” means any and all federal, state, local, foreign laws, rules or regulations (including those of any regulatory or administrative organizations or self-regulatory bodies), applicable to or with jurisdiction over Redwood, User, or any of their respective affiliates.

“*Content*” means: (a) the pricing information relevant to potential transactions between Redwood and Customer that is a non-deliverable commodity forward, commodity swap or commodity option trade; and (b) other relevant data and information provided through the Service.

“*Customer*” means the customer of Redwood that has entered into a Customer Agreement with Redwood and on whose behalf You are executing this EULA.

“*Customer Agreement*” means the Master Confirmation Agreement, Side Letter Agreement on Dodd-Frank Compliance, and any other applicable customer agreement(s) entered into between Customer and Redwood.

“*Effective Date*” means the earlier of User’s: (a) acceptance of this EULA; or (b) access/use of the Service.

“*Parties*” means User and Redwood (each a “*Party*”)

“*Service*” means the online portal located at <http://quotes.theredwoodgroup.com> (or at such other Internet address as Redwood may hereafter designate), for accessing and viewing the Content (together with all associated software, systems, applications, APIs, interfaces, electronically generated graphical displays, tools, programs, programming code, and other components thereof, and related documentation, and any and all modifications, customizations, enhancements, suggestions, feedback, error-fixes, patches, updates, upgrades, and derivative works based on any of the foregoing.

“*Transaction*” means a trade or other applicable transaction between Customer and Redwood that has been evaluated, negotiated and/or entered into through the Service and whose terms are governed by the Customer Agreement.

“*User*” means collectively, You (the individual accepting the terms of this EULA on behalf of Customer) and Customer.

2. License Grant; Access to Service; Certain Restrictions on Use.

(a) Subject to the terms of this Agreement, Redwood hereby grants User a limited, non-exclusive, revocable, non-transferable license (without the right to sublicense), to access and use the Service solely to view and evaluate the Content and conduct and engage in Transactions as authorized under this Agreement, and for no other purpose. Except for the limited, express license granted to User pursuant to the foregoing sentence, nothing shall be construed to transfer or grant to User, any ownership or other interests in, or confer any other rights or benefits upon User with respect to the Service. All rights not specifically granted hereunder are reserved by Redwood. User acknowledges and agrees that, as between the Parties, the operation of the Service (including the selection, arrangement, availability, nature and scope of the Content), shall be at the sole discretion of Redwood.

(b) User acknowledges that Redwood is making the Service available through the Internet or through other means, and that access to the Internet and the Service is dependent on numerous factors, technologies, and systems, many of which are beyond the authority and control of Redwood. User further acknowledges that Redwood may (in its sole discretion), improve or otherwise modify the Service, including adding new features and functions, and that accordingly, certain aspects of the Service may not be available at all times and new features and functions will require time to implement. The Service provides risk management tools under which Redwood provides pricing indications for potential Transactions, but Redwood does not guarantee the price, performance, or outcome of any Transaction. User acknowledges and agrees that neither Redwood nor any of its licensors shall be liable for any losses, or responsible for any inability of User to access the Service (including any of the Content). Without prejudice to its other rights and remedies (including its termination rights pursuant to Section 12), Redwood will have the right, in its sole discretion, to suspend or restrict User’s access to the Service at any time or to impose limits on the use of the Service, including, without limitation, if Redwood learns or believes in its sole judgment that: (i) there exists an actual or potential defect in the Service that may materially impair the reliability, credibility, security or integrity of the operation thereof; (ii) continuing to provide or use by User of, the Service would infringe upon the intellectual property rights of any third party; (iii) the Service or any Transaction has been or may be used by User for an illegal transaction or unlawful purpose; (iv) User exceeds the scope of the license granted herein; (v) User consistently does not communicate or respond to Redwood’s communications regarding the Service of any Transaction within reasonable time frames; (vi) offering the Service or entering into or performing under any Transaction is prohibited by any Applicable Law. In the event of any such suspension of User’s access to the Service entirely, Redwood shall immediately cancel all unexecuted Transactions.

(c) User will not itself, and will not permit any other individual or entity to: (i) recirculate, publish, broadcast, display, distribute or otherwise provide the Content or access to the Service to any third party, including but not limited to, through written, oral or electronic means, without the prior written consent of Redwood; (ii) disclose to any third party the terms and specifications of any Transaction, except as required under Applicable Law or pursuant to court order; (iii) negotiate any transaction outside of the Service based on the transaction pricing information provided by Redwood; provided however, that User may communicate with Redwood outside the Service with respect to Transactions solely for the purpose of discussing the terms of such Transactions so long as User executes the Transactions only with Redwood; (iv) copy, distribute to the public, display publicly, alter, enhance or make derivative works of all or any

part of the Service (or any of the Content), or to reverse engineer, reverse assemble or decompile all or any part of the Service (or any of the Content); (v) introduce into the Service any virus or other code or routine intended to disrupt or damage the Service, alter, damage or delete any content or retrieve or record information about the Service, or any other users of the Service; (vi) use the Service on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; or (vii) otherwise act in a fraudulent, malicious, illegal or negligent manner when using the Service.

(d) User shall not access or use the Service: (i) in a manner that interferes with the use of the Service or disrupts the Service or that could otherwise bring the Service into disrepute; (ii) in any manner that violates any Applicable Law; or (iii) to collect or store personal data about other users. User acknowledges that the Service may experience risks related to system access, varying response times, and security, as well as risks related to third-party service providers. In the event that a disruption of the system or service supporting the Service occurs, it is possible that, for a certain time period, User may not be able to access or use the Service (in whole or in part). Redwood shall not have any liability for such disruptions arising out of events outside of its control.

(e) User understands that it is responsible for providing, at its own expense, all equipment in good working condition necessary for it to access and use the Service, including, but not limited to, computers, Internet access, telecommunications equipment, and other equipment and software (the “*Equipment*”). User is solely responsible for any losses, damages, or costs incurred as a result of errors made by, or the failure of, the Equipment used to access the Service. User further understands that these Equipment requirements may be changed from time to time by Redwood upon reasonable advance notice to User. User acknowledges and agrees that Redwood shall not be responsible for any problem, error, or malfunction relating to the Service resulting from: (i) User’s error; (ii) data entry errors by User; (iii) the performance of failure of any Equipment or any telecommunications service, Internet service provider, or any other third-party communications or technology provider; or (iv) any other failure or problem not specifically attributable to Redwood.

3. Log-in Credentials.

(a) User will be issued a unique user ID, password, digital certificate, and/or other devices necessary to enable User to access the Service (collectively, “*Log-in Credentials*”). User is responsible for keeping Log-in Credentials confidential. User agrees to use reasonable and customary security procedures designed to ensure the security of Log-In Credentials and prevent unauthorized access to, and use or misuse of, Log-in Credentials and the Service.

(b) User agrees that: (i) Redwood may rely and act upon any instructions and other communications and information set forth in any transmissions under User’s Log-in Credentials, without making any further inquiry regardless of the actual identity of the individual communicating the data or instructions; and (b) that all Transactions entered into under User’s Log-in Credentials shall be binding upon User. User assumes full responsibility for any and all use, unauthorized use or misuse of the Service by any individual(s) using User’s Log-in Credentials, including any and all Transactions resulting from such use, or misuse, as if such use had in fact been made by User. User acknowledges and agrees that any breach by any individual(s) using User’s Log-in Credentials, of any of User’s obligations hereunder shall constitute a material breach of such obligations by User and User shall be responsible for any such breach. User agrees to be bound by any message or instruction effected via the Service, including, without limitation, the execution of Transactions and/or the instruction to change User’s Log-in Credentials. User shall change or replace all Log-in Credentials as soon as possible after receipt of instructions to do so from Redwood.

4. Representations and Warranties. User represents, warrants, and covenants on an ongoing basis throughout the term of this Agreement that:

(a) User will use the Service only as permitted under this Agreement, and in accordance with the Customer Agreement and all Applicable Law;

(b) User is responsible for all verification, maintenance, and reporting of information relating to its use of the Service as required by Applicable Law, the Customer Agreement, and any other agreement with respect to User's use of the Service;

(c) User will not knowingly use the Service in a manner that would cause User or Redwood to be a party to any unlawful transaction;

(d) User will not rely on any communication or statement, written or oral, by Redwood as investment advice or as a recommendation to enter into a Transaction through the Service;

(e) User will exercise its own prudence and discretion, or will consult with its/their own advisors, in determining whether to engage in a Transaction through the Service;

(f) User is fully aware of, and accepts the responsibility for, the risks of using the Service and the Content, and of conducting, entering into, or executing Transactions resulting therefrom;

(g) User's use of the Service is for Customer's own account, and not as an agent for any third party;

(h) Customer has authorized You (the individual accepting the terms of this EULA on behalf of Customer), to enter into this EULA on behalf of Customer and bind Customer to all terms and conditions herein; and

(i) each time User accesses the Service, it agrees to be bound by this Agreement, and accepts all responsibility for the selection and use of the Service and for any decisions to enter into a Transaction and other decisions made by it based on such use.

5. Transactions.

(a) As between the Parties, User shall be solely responsible for User's performance of any and all Transactions that User enters into via the Service. All Transactions entered into through the Service shall be binding upon acceptance by Redwood.

(b) User acknowledges that Redwood does not in any way represent that Redwood or the Service is registered with, or designated, recognized, licensed or approved by the CFTC, the National Futures Association, or any other regulatory authority.

6. Information Requests / Regulatory Compliance. User hereby acknowledges and agrees that Redwood may provide to the CFTC, or any other relevant regulatory authority: (a) access to the Service; (b) information regarding all Transactions conducted; and (c) information and other Content posted on the

Service. User shall cooperate with Redwood in providing any information pursuant to the CFTC or relevant regulatory agency request.

7. Use of Data; Ownership of Intellectual Property.

(a) Access to Transaction Information. User acknowledges and agrees that, as between the Parties, the operation of the Service shall be at the sole discretion of Redwood. Other than Content made generally available to all users of the Service, User shall have access only to Content related to the Transactions in which User engages through the Service.

(b) Use of Data. Redwood may use any data or other information obtained by Redwood in connection with providing the Service to User (including such information regarding interactions of User with the Service, and the nature, number, and/or volume of Transactions entered into by User through the Service and information regarding the use of the Service by User), and publish, sell, distribute, or otherwise commercialize and exploit the Data; provided that, unless the relevant user otherwise consents, such data and other information will be combined or aggregated with information relating to information derived from other sources, in each case, such that any published information will be displayed in a manner designed to prevent attribution to or identification of such data with User.

(c) User acknowledges and agrees that, as between the Parties, Redwood solely and exclusively owns and retains all right, title and interest in and to the Service and the Content, in whole and in part (including any and all rights in the selection and arrangement of the Content, inventions, patents, copyrights, databases, designs, trademarks, trade names, trade dress, trade secrets, know-how, and any other intellectual property and proprietary rights). Any suggestions, improvements, or modifications communicated to Redwood regarding any features, functionality, or performance related to the Service or any of the Content, shall belong to Redwood and are hereby assigned by User to, and become the sole and exclusive property of, Redwood. Upon Redwood's reasonable request, User shall promptly execute any further documents, including assignments, and take such other actions (for no additional consideration), to confirm the foregoing present assignment of rights to Redwood.

8. Confidentiality.

(a) For the purpose of this Agreement, "**Confidential Information**" shall mean any and all information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") and not generally known by the public. Without limiting the foregoing, the Service, the Content, and all information relating to the Service and associated software and data sets generated from the use of the Service, shall, as between the Parties, constitute Confidential Information of Redwood. For the avoidance of doubt, it shall be permissible to report Transaction data to a swap data repository ("SDR") or other trade repository as required pursuant to Applicable Law, and information relating to any Transaction shall not cease to be Confidential Information by virtue of such reporting.

(b) Notwithstanding the foregoing, Confidential Information shall not include any information that the Receiving Party can demonstrate as a whole, and through written records: (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received from a third party that Receiving Party reasonably believes was authorized to make such disclosure without restriction; (iv) is independently developed by the Receiving Party without the use of any Confidential Information; (v) has been approved for release by the Disclosing Party's prior written authorization; (vi) is required or requested to be disclosed by regulatory or self-regulatory authority, legal authority, court order, or applicable law, provided that the Receiving Party provides prompt, advance notice thereof (if legally permitted and reasonably practicable) to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. User acknowledges and

agrees that, pursuant to Redwood's regulatory requirements, Redwood may retain data and other information, including, without limitation, Transaction amounts, prices, rates, and other Transaction-related details, disclosed by User in the course of User's use of the Service.

(c) Each Party agrees that it will not use any Confidential Information belonging to the other Party except as expressly permitted under this Agreement. Without limiting the generality of the foregoing, User expressly agrees that it will not use the Confidential Information of Redwood in any manner to compete with Redwood, or seek to apply for a patent or other form of intellectual property right based upon any such Confidential Information. The Receiving Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than reasonable care.

(d) Except as otherwise provided herein, neither Party shall disclose the other Party's Confidential Information, except as provided in in this Agreement, other than to its employees and agents who need access thereto in order to effect the intent of this Agreement and who are aware of the confidentiality restrictions herein.

(e) Each Party acknowledges that the use or disclosure of the other Party's Confidential Information is inconsistent with this Agreement and could cause special, unique, unusual, extraordinary, and irreparable harm to the other Party, the extent of which would be difficult to ascertain. Accordingly, each Party agrees that, in addition to any other remedies to which the non-breaching Party may be legally entitled, the non-breaching Party shall have the right to seek and obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of this Section 8 by the other Party, its affiliates, any of its employees, or employees of its affiliates. For avoidance of doubt, a claim for breach of this Section 8 can exist independently of any relief for misappropriation of trade secrets, and any claim for breach under this Section 8 shall not require proof that any such Confidential Information at issue satisfies any definition to qualify as a trade secret.

(f) Personal Information. Redwood will treat personal information provided by User as confidential pursuant to its policies then in effect and Applicable Law. Notwithstanding the foregoing, Redwood may share personal information with its affiliates and third-party service providers as needed to provide the Service, and User agrees that Redwood (and such third parties) may use, store, or otherwise process personal information provided by User in connection with its use of the Service. User represents and warrants to Redwood that User has all necessary authorizations and consents and has done all such things as are required under Applicable Law (including those related to data protection), for the transfer of the personal information to Redwood and its affiliates and vendors for such use as contemplated by this Agreement, including the communication of such personal information within and outside of the relevant jurisdiction(s), including jurisdictions that may not provide the same protections for personal information as those that apply in User's jurisdiction(s). User acknowledges and agrees that personal information may be processed in accordance with Redwood's policies (including audit, risk, credit, compliance, and financial reporting), and for corporate governance purposes, internal control functions, financial/risk management, reporting to regulators and governmental authorities, and compliance with legal and regulatory obligations, as well as customer servicing, and effective group-wide management of Redwood's relationship with Customer. Under applicable data protection law, a person whose personal information has been provided to Redwood may have rights of access to some or all of such personal information and to have any such information that is inaccurate corrected. Redwood agrees to provide assistance to User to fulfill those requests upon User's reasonable written request.

9. Indemnification. User will indemnify, defend, and hold Redwood and its owners, partners, members, directors, officers, employees, agents, affiliates, successors, and assigns (each, a "*Indemnified Party*" and, collectively, the "*Indemnified Parties*") harmless from and against any and all any and all

damages, liabilities, losses, and reasonable out-of-pocket costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "**Losses**") resulting from any third-party claim, suit, action, investigation, or proceeding (each, an "**Action**") brought against an Indemnified Party based on: (i) User's breach of this Agreement, including breach of any of User's representations and warranties hereunder; (ii) User's non-performance of any obligation of any Transaction; (iii) User's authorized or unauthorized use of the Service or any aspect thereof; (iv) the lack of authenticity or the unenforceability of any Transaction entered into by User through the Service; or (v) any failure on the part of User to comply with any Applicable Law. User shall have sole control of the defense and all related settlement negotiations with respect to such Actions, provided that any settlement imposing any monetary or injunctive obligation (or any other obligations not covered by User's indemnification obligations hereunder) upon the Indemnified Party shall be subject to the applicable Indemnified Party's prior written consent (such consent not to be unreasonably withheld), and provided further that, upon the advice of outside counsel to the Indemnified Party reasonably acceptable to the User as to the existence of a material conflict of interest as between the Parties related to the defense, the Indemnified Party shall, upon the provision of written notice to User of such conflict, henceforth have the right to participate in the defense of such Action, including settlements, with counsel of the Indemnified Party's choosing, at its expense and, to the extent of the conflict of interest necessitating separate outside legal counsel, each Party shall have the right to act independently as to aspects relating to such conflict(s) of interest.

10. Disclaimer.

THE SERVICE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, AND REDWOOD DOES NOT REPRESENT OR WARRANT THAT THEY: (A) WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, SECURE, OR VIRUS-FREE; (B) THAT THEY WILL MEET USER'S SPECIFIC NEEDS; OR (C) THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT PROVIDED BY OR USED BY USER. REDWOOD MAKES NO REPRESENTATIONS WHATSOEVER THAT USER OR REDWOOD WILL ACTUALLY ENTER INTO ANY TRANSACTION, OR WILL PERFORM ANY TRANSACTION.

REDWOOD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, OR ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (A) REDWOOD MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY THIRD PARTY COMPONENTS OF THE SERVICE OR THE CONTENT; AND (B) USER ASSUMES ALL RISKS ASSOCIATED WITH ITS USE AND ACCESS TO THE SERVICE.

TO THE EXTENT REDWOOD MAY NOT AS A MATTER OF LAW DISCLAIM ANY WARRANTY, THE PARTIES AGREE THAT THE SCOPE AND DURATION OF ANY SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW.

11. Limitation of Liability.

IN NO EVENT SHALL REDWOOD BE LIABLE TO USER, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES IN ANY MANNER IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS AGREEMENT SHALL NOT BE CONSTRUED TO EXCLUDE OR LIMIT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REDWOOD'S TOTAL LIABILITY UNDER THIS AGREEMENT THAT ARISES FOR ANY REASON SHALL BE IN THE AGGREGATE LIMITED TO THE FEES ACTUALLY PAID (IF ANY) OR PAYABLE (IF ANY) TO REDWOOD OVER THE PRECEDING 3 MONTHS PRIOR TO THE CIRCUMSTANCES GIVING RISE TO THE CLAIM IN RESPECT OF THIS AGREEMENT.

12. Term and Termination.

(a) Initial Term. The term of this Agreement shall commence on the Effective Date and shall continue until a termination made pursuant to this Section 12.

(b) Termination. Redwood may terminate this Agreement at any time upon at least thirty (30) calendar days' prior written notice to User.

(c) Immediate Termination or Suspension. Notwithstanding any other term of this Agreement, Redwood may, (a) at any time and without delivery of prior written notice to User, terminate or suspend this Agreement, in whole or in part, immediately if Redwood learns, or believes in its sole judgment, that (i) there exists any actual or potential defect in any of the Service that materially impairs the reliability, credibility, or integrity of the operation thereof; (ii) continuing to provide any of the services pursuant to this Agreement would infringe upon the intellectual property rights of any third party; (iii) the Service has been or may be used by User for any illegal transaction or unlawful purpose or in a manner that breaches any applicable law or regulation; (iv) offering the Service is prohibited by any Applicable Law; (v) User is acting or has acted in a manner that threatens or may threaten the fair and orderly functioning of the Service, or integrity of any Transaction negotiated or entered into through the Service; and (b) terminate this Agreement immediately upon written notice to User if User: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy that is not withdrawn or dismissed within sixty (60) calendar days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches any of its obligations hereunder and fails to cure such breach within fifteen (15) business days after Redwood provides written notice thereof.

(d) Effect of Termination. Upon termination of this Agreement, User shall promptly: (i) cease all access/use of the Service (including the Content), and destroy all Log-in Credentials and Confidential Information of Redwood in User's possession or control, except as required to be maintained for regulatory compliance purposes under Applicable Law; and (ii) pay to Redwood all fees and expenses due through the date of termination. Termination of this Agreement shall not effect outstanding obligations and responsibilities with regard to any Transactions that have been entered into by User prior to the date of termination or the entitlement of Redwood to any fees and expenses due hereunder or additional remedies provided by law or equity.

13. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Kansas, without giving effect to its conflict-of-laws principles. The Parties agree to submit to the exclusive jurisdiction of the state and federal courts located in the Kansas City, Kansas for the adjudication of any case or controversy arising under this Agreement, and the Parties (having had the

opportunity to consult with independent counsel) hereby knowingly and voluntarily waive their right to a trial by jury in any such litigation.

14. Injunctive Relief. Notwithstanding anything to the contrary herein, in the event of a violation or threatened violation of Sections 2, 3, 7, or 8 of this Agreement by User, it is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach by User of any of said provisions, and that any such breach may cause great and irreparable injury and damage to Redwood, and accordingly, User agrees that Redwood shall be entitled, without waiving any additional rights or remedies otherwise available at law or in equity or by statute, and without need of posting a bond, to seek injunctive and other equitable relief from a court of competent jurisdiction in the event of a breach or intended or threatened breach by User of any of said provisions.

15. Miscellaneous.

(a) Force Majeure. Except with respect to any obligations to make payments, any delay or failure of performance by either Party will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such Party, including, but not limited to, acts of God, acts of civil or military authorities, civil disturbances, war, terrorism, strikes or other labor disputes, fires, other natural or manmade catastrophes, interruptions in telecommunications or Internet or network provider services, acts or omissions of a third-party hardware or software supplier or a third-party communications provider, power outages, and government restrictions. Upon any such Force Majeure Event, the obligations under this Agreement of the Party affected by such Force Majeure Event shall be postponed for such time as the performance of such Party is suspended or delayed on account thereof. The affected Party shall promptly notify the other Party upon learning of the occurrence of such Force Majeure Event. Upon the cessation of such Force Majeure Event, the affected Party will use its commercially reasonable efforts to resume its performance with the least delay practicable.

(b) Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter herein and supersedes all proposals, negotiations, and discussions, oral or written, relating to the subject matter herein (except for the Customer Agreement).

(c) Amendments. Redwood may, from time to time, give User written notice of an amendment to this Agreement. Any such amendment will automatically become effective as specified in the notice, provided, however, User shall have fifteen (15) calendar days to reject any amendment to this Agreement that materially increases the obligations of or costs to User hereunder by giving Redwood notice of termination of this Agreement. In the event User exercises its right to reject such amendment, Redwood may terminate this Agreement upon written notice to User. For the avoidance of doubt, an amendment will not retroactively eliminate or modify any right User has under the Agreement without User's express written agreement.

(d) Assignment; No Waiver. User may not license, sublicense, delegate, assign, transfer, or otherwise dispose of this Agreement or any rights or obligations hereunder without the express prior written consent of Redwood. Any act in violation of the foregoing shall be null and void. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors, and permitted assigns. The failure of either Party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

(e) Severability. If any provision of this Agreement shall be held or made invalid by any court of competent jurisdiction, statute, rule of law, or otherwise, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The illegality, invalidity, or unenforceability of any provision of this Agreement under the

laws of any jurisdiction shall not affect its legality, validity, or enforceability under the laws of any other jurisdiction.

(f) Survival. The obligations contained in Sections 1, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 shall survive the termination or expiration of this Agreement.

(g) Headings; Interpretation. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. As used herein, the singular includes the plural, the plural includes the singular, and words in one gender include the other. As used herein, the terms “herein,” “hereunder,” and “hereof” refer to the whole of this Agreement, the terms “include,” “includes,” or “including” shall be deemed to be followed by the words “without limitation,” and “or” is disjunctive but not necessarily exclusive. Any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any Party by virtue of the authorship of this Agreement shall not apply to the construction and interpretation of this Agreement. Any ambiguities will be clarified in an equitable manner without regard to authorship and minor errors and misspellings will be corrected to give maximum effect to obvious intent.

(h) Independent Contractors; No Agency. The Parties hereto are independent contractors with respect to each other, and neither Party shall be deemed to be an employee, agent, partner, or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

(i) No Third Party Beneficiary. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on any person that is not a party to this Agreement, or imposing any obligations with respect to persons that are not parties to this Agreement.

(j) WARRANTY AND LIABILITY DISCLAIMERS. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY AND LIABILITY DISCLAIMERS AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE A MATERIAL BARGAINED FOR BASIS OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.