Luma AI, Inc Affiliate/Channel Program/ Partner Agreement

This Channel Affiliate/Partner Agreement (this "Agreement") between Luma AI, Inc ("Company" or "we" or "our") and you (the "Partner").

It describes how we will work together and other aspects of our business relationship.

This Affiliate/Channel Partner Program Agreement applies to your participation in our Partner Program (the "Partner/Affiliate Program"). These terms are so important that we cannot have you participate in our Partner/Affiliate Program unless you agree to them.

We periodically update these terms. We might also choose to replace these terms in their entirety if, for example, the Partner/Affiliate Program changes, ends, or becomes part of an existing program, including our partner programs. If we update or replace the terms we or the Affiliate Tool will let you know via electronic means, which may include an in-app notification or by email. If you don't agree to the update or replacement, you can choose to terminate as we describe below.

For the purposes of this Agreement, "Affiliate Tool" means the tool/software that we make available to you upon your acceptance into the Partner/Affiliate Program and for you to use in order to participate in the Partner/Affiliate Program.

1. Non-Exclusivity
   This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to recommend similar products and services of third parties and to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products of third parties.

2. Partner Acceptance
   Once you complete an application to become an Partner, we will review your application and notify you whether you have been accepted to participate in the Partner Program, or not. Before we accept an application, we may want to review your application with you, so we may reach out to you for more information. We may require that you complete certain requirements or certification(s) before we accept your application. If we do not notify you that you are accepted to participate in the Partner/Affiliate Program within thirty (30) days from your application, your application is considered to be rejected.

   If you are accepted to participate in the Partner Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect, until terminated, pursuant to the terms set forth below. Further, you will need to complete any enrollment criteria set out in the Program Policies Page, if applicable. Failure to complete any enrollment criteria

within thirty (30) days of your acceptance will result in the immediate termination of this Agreement and you will no longer be able to participate in the Partner Program.

You will comply with the terms and conditions of this Agreement at all times, including any applicable Program Policies.

3. Customer Transactions

   Partner Program Limits. Each accepted Affiliate Lead will expire according to the information provided in the Affiliate Tool (or if applicable, in the Program Policies) from the date the Affiliate Lead clicked on the Affiliate Link that was made available by you. We will pay you Commission as described in the Affiliate Tool (or if applicable, in the Program Policies) for each new Customer who completes an applicable Customer Transaction after clicking on an Affiliate Lead made available by you, provided that you remain eligible to receive Commission pursuant to the terms of this Agreement. The start of the Customer's subscription is determined by the date of the first purchase or sign up (as applicable) of the service by the Customer and you will receive a Commission payment for any customer transaction that occurs within one (1) year of first purchase date.

   The Partner may not be entitled to receive Commission on any additional purchases of Company Products by that same Customer.

4. Eligibility. To be eligible for Commission (i) an Affiliate Lead must be accepted and valid in accordance with the 'Acceptance and Validity' section, (ii) a Customer Transaction must have occurred, (iii) a Customer must remain a customer during the locking period in the Affiliate Tool (or if applicable, in the Program Policies). You are not eligible to receive Commission or any other compensation from us based on transactions for Other Products or if: (i) such compensation is disallowed or limited by federal, state or local law or regulation in the United States or the laws or regulations of your jurisdiction; (ii) the applicable Customer objects to or prohibits such compensation or excludes such compensation from its payments to us or our Partners; (iii) the Customer has paid or will pay such commissions, referral fees, or other compensation directly to you, (iv) the Commission payment has been obtained by fraudulent means, misuse of the Affiliate Link, in violation of any Partner Program Policies that we make available to you, misuse of the Partnership service tool or by any other means that we deem to breach the spirit of the Partner/Affiliate Program, or (v) the Customer participates in any of our partner programs. We may discontinue Commission payments should any of the eligibility criteria set forth in this subsection fail to be met at any time.

   Eligibility; Requirements. In order to be eligible for appointment as a Partner under this Agreement you must (i) not be a competitor of the Company or any of its affiliates, and (ii) As a Partner under this Agreement, you hereby represent, warrant, and covenant that you will meet the following requirements: (a) use commercially reasonable efforts to promote and market the Company in accordance with the terms of this Agreements; (b) conduct business in a competent and professional manner that reflects favorably at all times on the Company, the Company's

Services, the goodwill and reputation of the Company, and on the Company generally; (c) avoid deceptive, misleading, and unethical practices; (d) not make any false, misleading, or unauthorized representations, warranties, or guarantees with respect to the Company or its Services; (e) comply with all applicable laws (foreign and domestic) and obtain all necessary registrations and approvals required for the performance of your obligations hereunder; and (f) remain current with all Partner Certification requirements as required.

5. Authority. Partner has no authority to distribute or resell the Company services or to make any commitments or agreements, or incur any liabilities whatsoever, on behalf of the Company. Except to the extent expressly set forth in the Company marketing materials, service descriptions, documentation, or other collateral provided to you by the Company hereunder expressly for the purpose of performing the Referral Activities (collectively, "Company Materials"), Partner shall not make or provide any representations or warranties to any leads or any other third party with respect to the Company or the Company Services. Partner shall be solely responsible for all representations and warranties it makes regarding the Company or the Company Services that are unauthorized or inconsistent with the Company Materials.

6. Acceptance and Validity. You will only be eligible for a Commission payment for any Customer Transactions that derived from Affiliate Leads generated by the Affiliate Link that we make available to you and are accepted by the Company. An Affiliate Lead will be considered valid and accepted if, in our reasonable determination: (i) it is a new potential customer of ours, and (ii) is not, at the time of submission or sixty (60) days prior, one of our pre-existing customers, or involved in our active sales process. Notwithstanding the foregoing, we may choose not to accept an Affiliate Lead in our reasonable discretion. If an Affiliate Lead does not purchase the Subscription Service within the time period described on the Affiliate Tool (or if applicable, in the Program Policies) of their first click on the Affiliate Link, you will not be eligible for a Commission payment, even if the Affiliate Lead decides to purchase after the time period has expired. An Affiliate Lead is not considered valid if it's first click on the Affiliate Link is after this Agreement has expired or terminated.

7. Engagement with Prospects. Once we have received the Affiliate Lead information, we may elect to engage with the prospect directly, regardless of whether or not the Affiliate Lead is valid. If an Affiliate Lead is not valid then we may choose to maintain it in our database and we may choose to engage with such Affiliate Lead. Any engagement between the Company and an Affiliate Lead will be at the Company's discretion.

8. License. Subject to Partner's compliance with all terms of this Agreement, The Company hereby grants to Partner a revocable, non-transferable, worldwide, non-exclusive license during the Term to market, promote, display a link specifically assigned to Partner by the Company (whether in the form of text, or a logo or other graphic) (the "Partner Link"), which will link to your Partner URL (as defined below), to be utilized in a manner consistent with Company's trademark policies promulgated from time to time. The Company grants no rights under this Agreement to Partner to sublicense, resell, or otherwise distribute to customers or third parties or for subsequent sublicensing, resale, or other distribution to end users or other distributors.

9. Commission and Payment. In order to receive payment under this Agreement, you must have: (i) agreed to the terms of this Agreement (generally completed through the Affiliate Tool); (ii) completed all steps necessary to create your account in the Affiliate Tool in accordance with our directions, (iii) have a valid and up-to-date payment method in the Affiliate Tool with such account (iv) completed any and all required tax documentation in order for the Affiliate Tool to process any payments that may be owed to you.

10. Requirements for Payment; Forfeiture. Notwithstanding the foregoing or anything to the contrary in this Agreement, if any of the requirements set forth in section 4(a)(i-iv) remain outstanding for six (6) months immediately following the close of a Customer Transaction, then your right to receive Commission arising from any and all Customer Transactions with the associated Customer will be forever forfeited (each, a "Forfeited Transaction"). We will have no obligation to pay you Commission associated with a Forfeited Transaction. Once you comply with all of the requirements in section 5(a)(i-iv), then you will be eligible to receive Commission on Customer Transactions, as long as these Customer Transactions do not involve the same Customer associated with a Forfeited Transaction.

11. Third party payment processors. Company may utilize third party payment processors or service providers (collectively, "Payment Processors") in order to facilitate payments under the Company Partner Program. Partner is solely responsible for providing and maintaining with the Company and the Payment Processor(s), its current contact information and address for receipt of payments under this Agreement. The Company will have no liability for, and will not resend, payments returned due to incorrect payment addresses. Payments due hereunder will be made within forty-five (45) days after the end of the calendar month in which the corresponding amounts are collected by the Company.

12. Taxes. You are responsible for payment of all taxes and fees (including bank fees) applicable to the Commission. All amounts payable by us to you are subject to offset by us against any amounts owed by you to us. Commission Amounts. We reserve the right to alter or change the Commission amount as per the Affiliate Tool.

13. Training and Support. We may make available to you, without charge, various webinars and other resources made available as part of our Partner Program. If we make such resources available to you, you will encourage your sales representatives and/or other relevant personnel to participate in training and/or other certifications as we recommend and may make available to you from time-to-time. We may change or discontinue any or all parts of the Partner Program benefits or offerings at any time without notice.

14. Quality Control. Any uses by Partner of the Services, Company Marks, or Company marketing materials shall conform to all standards set by the Company from time to time, and not be sold, used, distributed, or disclosed by Partner unless approved by Company. Partner acknowledges and agrees that this Section constitutes a material term of this Agreement.

15. Trademarks. You grant to us a nonexclusive, nontransferable, royalty-free right to use and display your trademarks, service marks and logos ("Partner Marks") in connection with the Partner Program and this Agreement. During the term of this Agreement, in the event that we make our trademark available to you within the Affiliate Tool, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way; (ii) only use our trademarks in connection with the Partner/Affiliate Program and this Agreement; (iii) Trademark Usage Guidelines; and (iv) immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading or disparaging way; (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products; or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material.

16. Proprietary Rights. No license to any software is granted by this Agreement. The Company's Services are protected by Intellectual Property Laws. The Company Services belong to and are the property of us or our licensors (if any). Partner acknowledges and agrees that the Company maintains exclusive ownership of the Services, Company Trademarks, and Company marketing materials, including all derivative works, updates, or modifications thereto, and all copies and all portions thereof. All goodwill arising with respect to the use of the Services, Company Trademarks, and Company marketing materials shall inure to Company's exclusive benefit. Partner will not attack, question, or contest the validity of Company's ownership of Company Intellectual Property Rights, both during the Term and thereafter. Partner will not remove, alter, or conceal any Company copyright or other proprietary notice displayed on the Services, Company Trademarks, or Company marketing materials. Partner shall not use any language or display Company Intellectual Property Rights in such a way as to create the impression that Company Intellectual Property Rights belong to the Partner.

    We encourage all customers, affiliates and partners to comment on the Company products or services, provide suggestions for improving them, and vote on suggestions they like. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Company products, without payment to you except there has been a prior agreement to that effect.

17. Confidentiality Definition of Confidential Information. For this Agreement, "Confidential Information" means all data and information whether in written, machine readable, or other tangible form, or disclosed orally, and whether disclosed before, on, or after the effective date, that is communicated by either party to the other party. A party disclosing information is a Disclosing Party. A party receiving information is a Receiving Party. Confidential Information shall include, but not be limited to, information relating to the Disclosing Party's assets, properties, personnel, customers, suppliers, products, technology, services, facilities, current or proposed business plans, marketing and roll-out plans, distribution channels, financial information, prices, trade secrets, know-how, formulae, processes, data, drawings, proprietary information, and any other non-public information which concerns the business and operations of the Disclosing Party or its affiliates, whether marked or otherwise labelled as confidential. **The**

term "Affiliate" shall mean any person or entity directly or indirectly controlling, controlled by, or under common control with either party.

18. Term and Termination

18.1. Term. This Agreement will apply for as long as you participate in the Partner Program, until terminated.

18.2. Termination Without Cause. Both you and we may terminate this Agreement on five (5) days written notice to the other party.

18.3. Termination for Agreement Changes. If we update or replace the terms of this Agreement, you may terminate this Agreement on five (5) days written notice to us, provided that you send us written notice within ten (10) days after we send you notice of the change.

18.4. Termination for Cause. We may terminate this Agreement: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) upon fifteen (15) days notice to you of non-payment of any amount due to us if such amount remains unpaid at the expiration of such period, (iii) immediately, if you become the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, (iv) immediately, if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us or our affiliate, or (v) immediately, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

18.5. Effects of Expiration/Termination. Expiration of this Agreement, and termination of this Agreement: (i) without cause by us,(ii) by you with cause, (iii) by you according to the 'Termination for Agreement Changes' section, shall not affect our obligation to pay you a Commission, so long as the related payment by the Customer Transaction is recognized by us within thirty (30) days after the date of such termination or expiration and provided that in no event shall you be entitled to payment of Commission under this Agreement if you are eligible to receive a revenue share payment under the Solutions Partner Program Agreement. We will not pay you fees on Customer Transactions recognized by us after thirty (30) days after the date of such termination or expiration set out above. Provided however, in the event of termination without cause by you, or for cause by us, our obligation to pay and your right to receive any Commission will terminate upon the date of such termination, regardless of whether you would have otherwise been eligible to receive Commission prior to the date of termination. Except as expressly set forth in this section, you are not eligible to receive a Commission payment after expiration or termination of this Agreement. Upon termination or expiration, you will discontinue all use of and delete the Affiliate Tool that we make available to you for your participation in the Partner/Affiliate Program. Upon termination or expiration, an Affiliate Lead is not considered valid, and we may choose to maintain it in our database and engage with such a prospect.

18.6. Upon termination or expiration, you will immediately discontinue all use of our trademark and references to this Partner/Affiliate Program from your website(s) and other collateral. For the

avoidance of doubt, termination or expiration of this Agreement shall not cause a Customer's subscription agreement to be terminated.

19. Partner Representations and Warranties. You represent and warrant that: (i) you have all sufficient rights and permissions to participate in the Partner Program and to provision Company with Affiliate Lead's for our use in sales and marketing efforts or as otherwise set forth in this Agreement, (ii) your participation in this Partner Program will not conflict with any of your existing agreements or arrangements; and (iii) you own or have sufficient rights to use and to grant to us our right to use the Affiliate Marks.

    You further represent and warrant that: (i) you will ensure that you are compliant with any trade or regulatory requirements that may apply to your participation in the Partner/Affiliate Program (for example, by clearly stating you are a Company Partner on any website(s) you own where you make an Affiliate Link available); (ii) you will accurately provide in the Affiliate Tool all websites and domains you own where you intend to use Affiliate Links to generate Affiliate Leads; (iii) you will not purchase ads that direct to your site(s) or through an Affiliate Link that could be considered as competing with Company's own advertising, including, but not limited to, our branded keywords; (iv) you will not participate in cookie stuffing or pop-ups, false or misleading links are strictly prohibited; (v) you will not attempt to mask the referring URL information; (vi) you will not use your own Affiliate Link to purchase Company products for yourself; and (vii) you will not use any mechanisms to deliver leads other than through an intended consumer. This includes sourcing leads through compilations of personal data such as phonebooks, using fake redirects or other tools or automation devices to generate leads (including but not limited to robots, Iframes, or hidden frames), or offering incentives to encourage purchases or signups.

20. Indemnification

    You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) your participation in the Partner/Affiliate Program, (b) our use of the prospect data you provided us, (c) your noncompliance with or breach of this Agreement, (d) your use of the Affiliate Tool, or (e) our use of the Partner Marks. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

21. Disclaimers; Limitations of Liability

NEITHER PARTY, NOR ITS RESPECTIVE OFFICERS, REPRESENTATIVES, AGENTS, EMPLOYEES, INSURERS, LICENSORS, AND SERVICE PROVIDERS, SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, CONTRACT, PRODUCTS LIABILITY, STRICT LIABILITY, WARRANTY, AND NEGLIGENCE, AND WHETHER OR NOT SUCH PERSON WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. COMPANY'S AGGREGATE LIABILITY TO PARTNER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL AMOUNT OF PARTNER COMMISSION OWED TO PARTNER WITHIN THE LAST TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE CLAIM(S) GIVING RISE TO SUCH LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO THE DEFENSE AND INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS AGREEMENT OR FOR ANY BREACH OF OWNERSHIP OR CONFIDENTIALITY.

Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT EITHER PARTY MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

22. General

22.1. Amendment; No Waiver. We may update and change any part or all of this Agreement, including by replacing it in its entirety. If we update or change this Agreement, the updated Agreement will be made available to you via the Affiliate Tool and/or by email. The updated Agreement will become effective and binding on the next business day after we or the Affiliate Tool have notified you. We encourage you to review this Agreement periodically. If you don't agree to the update, change or replacement, you can choose to terminate as we describe above. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

22.2. Applicable Law. This Agreement shall be governed by the laws of the jurisdiction in which the Company has its principal place of business at the time any dispute arises, without regard to the

conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in the jurisdiction in which the Company has its principal place of business at the time any dispute arises.

22.3. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

22.4. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement. Partner has no authority to make or accept any offers or representations on our behalf. Partner will not make any statement, whether on its sites or otherwise, that reasonably would contradict the foregoing.

22.5. Disclosure of Partner Relationship. It is the sole responsibility of the Partner to disclose the nature of its referral/partnership relationship with the Company to any leads or customers, and Partner shall indemnify and hold harmless the Company against any liability arising from Partner's lack of disclosure to an actual or potential customer.

22.6. Compliance with Applicable Laws. You shall comply, and shall ensure that any third parties performing sales or referral activities on your behalf comply, with all applicable foreign and domestic laws (including without limitation export laws and laws applicable to sending of unsolicited email), governmental regulations, ordinances, and judicial administrative orders. You shall not engage in any deceptive, misleading, illegal or unethical marketing activities, or activities that otherwise may be detrimental to us, our customers, or to the public. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Company Products. You will comply with the sanctions programs administered by the Office of Foreign Assets Control (OFAC) of the US Department of the Treasury. You will not directly or indirectly export, re-export, or transfer the Company Products to prohibited countries or individuals or permit use of the Company Products by prohibited countries or individuals.

22.7. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

22.8. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party), and will be deemed delivered as of the date of actual receipt.
To Luma AI, Inc.: 715 Alma Street, CA 94301, Palo Alto, United States, Attention: John Iparraguirre To you: your address as provided in our affiliate/partner account information for you.

We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

22.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, including, without limitation, the terms of any purchase order. No amendment to or modification of this Agreement will be binding unless agreed to in writing and signed by a duly authorized representative of both parties. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either party. Notwithstanding anything above, the Terms of Use of Luma AI Inc is still in effect.

22.10. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

22.11. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

22.12. Program Policies Page. We may change the Program Policies from time to time. Your participation in the Partner Program is subject to the Program Policies, which are incorporated herein by reference.

22.13. No Licenses. We grant to you only the rights and licenses expressly stated in this Agreement, and you receive no other rights or licenses with respect to us, the Company Products, our trademarks, or any other property or right of ours.

22.14. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

22.15. Survival. The following sections shall survive the expiration or termination of this Agreement: ‘Commission and Payment’, ‘Proprietary Rights’, ‘Confidentiality’, ‘Effects of Termination/Expiration’, ‘Indemnification’, ‘Disclaimers; Limitation of Liability’, ‘Non-Solicitation’ and ‘General’.