



Tel: 212-885-8000
Fax: 212-697-1299
www.bdo.com

200 Park Avenue, 38th Floor
New York, NY 10166

BDO USA, P.C. ("BDO") has prepared the attached System and Organization Controls ("SOC") report and the description of the tests of controls and results thereof (collectively, the "Report") solely for the information and use of the specified parties identified in the Report. THE REPORT IS NOT INTENDED FOR THE BENEFIT, USE, OR RELIANCE OF ANY OTHER PERSONS OR ENTITIES.

Your access to the Report is conditioned upon your acceptance of the terms and conditions of this agreement, in your individual capacity and on behalf of yourself and/or as a representative or agent of the entity you represent or on whose behalf you are acting (the "Recipient"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU SIGNIFY THAT YOU AND THE RECIPIENT EACH AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. Such acceptance and agreement shall be deemed to be as effective as a written signature by you, both on behalf of yourself and the Recipient, and this agreement shall be deemed to satisfy any writings requirements of any applicable law, even though this agreement is written and accepted electronically. PLEASE READ THIS AGREEMENT CAREFULLY, AS ITS TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS AND THOSE OF THE ENTITY YOU REPRESENT, INCLUDING BY REQUIRING INDIVIDUAL ARBITRATION TO RESOLVE DISPUTES AND AFFECTING YOUR ABILITY TO BRING CLAIMS AGAINST BDO.

The Recipient acknowledges and agrees that BDO does not agree to add Recipients as users of the Report, and does not assume any duties, obligations, or liabilities to Recipient in connection with the Report or the Recipient's access to or examination of the Report. Recipient further acknowledges and agrees that BDO performed services and prepared the Report solely for the specified parties identified in the Report. BDO makes no representation regarding the sufficiency of the services performed for the purpose for which the Report was originally requested, for the Recipient's purposes, or for any other purposes.

BDO has no responsibility to update or amend the Report, including but not limited to, reissuing any Report, performing any additional services, or providing the Recipient with an amended, updated, or finalized report even if such report is amended, updated, or finalized in the future, even if such event or circumstance might be considered material.

In consideration of the Recipient gaining access to the Report, the Recipient agrees that it shall not make, and hereby waives, any Claim against BDO, members of BDO International Limited, members of the BDO Alliance program or its or their present, future, or former partners, principals, employees, representatives, affiliates, or agents (collectively, the "BDO Group"). A "Claim" is defined for purposes of this agreement as any claim, liability, loss, settlement, judgment, damages, costs or expenses (including attorneys' fees) or lawsuit in court, arbitration, proceeding of any kind or otherwise, arising from or related to the Recipient's access to or use of, or distribution of, the Report or any portion thereof, or the Recipient's breach of this agreement, whether in contract, statute, tort (including, without limitation, the negligence of any member of the BDO Group) or otherwise. The Recipient further agrees that it will indemnify the BDO Group, and pay

all costs, expenses (including, but not limited to, attorneys' fees and BDO professional fees), and liabilities incurred by BDO in defending or settling any such Claim brought by Recipient or any third party. In no event will any member of the BDO Group be liable for any consequential, special, indirect, incidental, punitive, or exemplary losses, damages, or expenses, regardless of whether or not BDO has been advised of the possibility of such damages.

Any dispute or claim between the Recipient and BDO arising out of or relating to or resulting from the Report, Recipient's access to or use of or distribution of, the Report, and/or the performance or breach of this agreement, including, without limitation, claims for breach of contract, professional negligence, breach of fiduciary duty, misrepresentation, fraud and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) (each, a "Dispute") shall be submitted to binding arbitration before the American Arbitration Association (the "AAA"), and subject to the Commercial Arbitration Rules before an arbitrator in New York, New York. The arbitration shall be governed by the provisions of the laws of the State of New York and the substantive law of the State of New York shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all claims. The arbitration proceedings shall be confidential.

The Recipient acknowledges that by agreeing to this arbitration provision, it is giving up the right to litigate claims against BDO, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. The Recipient acknowledges that its authorized representatives have read and understand this arbitration provision, and that it voluntarily agrees to binding arbitration.

In addition, all Disputes between Recipient (and/or related third parties) and any member of the BDO Group shall be resolved by binding arbitration only on an individual basis. THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THIS MEANS THAT THE ARBITRATOR WILL NOT ALLOW BDO OR THE RECIPIENT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.

If you agree with these provisions, click the "I Agree" button to open the Report.

If you disagree with the provisions, click the "I Don't Agree" button to close this document now.

I AGREE

I DON'T AGREE

