



TERMS OF USE

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Effective Date: October 28, 2026

This Subscription License Agreement ("SLA") forms an integral part of and is incorporated by reference into the Order Form (as defined below). In consideration of the covenants exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement.

The Agreement consists of this SLA and one or more order forms executed by the parties from time to time that reference this SLA (each, an "Order Form"). Each Order Form is hereby incorporated by reference into, and governed by, this SLA, whether or not this SLA is physically attached to such Order Form. This SLA is intended to serve as a master Subscription License Agreement governing all Order Forms entered into between the parties during its term, unless an Order Form expressly states that it supersedes or amends this SLA.

b. "Subscriber" as used herein shall mean the entity entering into the Order Form and shall include any Affiliate included in the definition of Subscriber on the Order Form. "Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under Common Control with, a party. "Control" or "controls" and the formatives "controlling" and "controlled" mean the possession, directly or indirectly, of fifty percent (50%) or more of the equity interests of an entity or the power otherwise to direct or cause the direction of the management and policies of such other entity, whether through ownership of voting securities, by contract, or otherwise.

2. License.

a. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right and license to use the "Licensed IP," which shall consist of: (i) the products and services that are licensed to Subscriber pursuant to the Order Form, and (ii) use of the data and information provided by Licensor to Subscriber pursuant to the Order Form ("Data"), in each case solely for the internal business use by the Authorized Users (as defined below) during the term set forth in the Order Form. "Authorized Users" shall be (i) the individual, group, department, or other applicable business unit of Subscriber set forth in the Order Form, and (ii) subject to the limitations in this Section, the independent contractors who are listed on the Order Form and (iii) if the Order Form states the license provided thereunder is for Subscriber's "enterprise" use (or similar description), the Authorized Users shall be all Employees of the Subscriber. "Employee" as used herein shall mean each of (i) the Subscriber's employees and (ii) subject to the limitations set forth in this Section, the independent contractors who are listed on an Order Form. Subscriber shall not: (a) provide any Licensed IP to any person or entity other than the Authorized Users of Subscriber; (b) publish, resell, redistribute, transfer or otherwise provide any Licensed IP to any third party or otherwise use any Licensed IP in a manner not authorized hereunder; or (c) reverse engineer or otherwise use any Licensed IP in any way to develop, test, enhance or generate, on behalf of itself or a third party, services that are similar to those licensed hereunder (or any portion thereof), or that provide information that is similar to the Licensed IP (or any portion thereof), or that could be a substitute for the Licensed IP; except (i) as may be expressly authorized in the Order Form, (ii) upon written consent of Licensor, (iii) for ad hoc and limited, insubstantial excerpts of Data ("Limited Excerpts") to Subscriber's third-party clients, and (iv) to Subscriber's independent contractors that are Authorized Users and that are not competitors of Licensor and that have agreed in writing that the Licensed IP is Licensor's Confidential Information and are only accessing the Licensed IP in connection with providing services to Subscriber. Any Limited Excerpts disclosed to Subscriber's clients (a) cannot serve as a replacement or substitute for the Data or any other offering or service provided by Licensor, (b) must not be presented in a misleading manner, (c) must refer to Licensor as the source of such information and include a corresponding hypertext link to Licensor's website, and (d) must be displayed in a manner that does not facilitate automated scraping or bulk extraction of the Data. Subscriber acknowledges that unauthorized third parties may attempt to scrape or misuse any Licensed IP displayed on Subscriber's websites, agrees to use reasonable efforts to discourage such activity, and will promptly notify Licensor upon becoming aware of any such activity. Licensor may limit or suspend Subscriber's right to publicly display Limited Excerpts if such display results in material unauthorized scraping or misuse of the Licensed IP. Any written materials including any information provided by Licensor that are provided to any of Subscriber's clients or to Subscriber's advisors shall include the following disclaimer: RETAILSTAT, LLC AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE INFORMATION PROVIDED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT WITH RESPECT TO SUCH INFORMATION, WHICH ARE EXPRESSLY DISCLAIMED.

b. Subscriber may not use any of the Data (i) to train or enable any generative software, artificial intelligence, or large language models to develop, produce, or create data that is the same as, similar to, or provides substantially the same type of information as the Data (including updated versions thereof); or (ii) in any public-facing artificial intelligence tool or interface that allows third parties to access, extract, or infer the Data, in whole or in part, whether directly or indirectly. Subscriber shall use reasonable efforts to maintain clear internal records of the data sources, including the Data, that are incorporated into any artificial intelligence systems, models, or analytics outputs, so that the contribution of the Data can be identified. For clarity, the foregoing restriction does not prohibit Authorized Users from using RetailStat Intelligence or RetailStat AI features made available by Licensor in accordance with this Agreement and the applicable Order. Such use remains subject to the license restrictions in this Agreement.

c. Licensor may modify or cease providing any of the Licensed IP if (i) Licensor modifies or ceases providing such Licensed IP to its clients generally; (ii) a third party data provider modifies or ceases to provide data to Licensor, or otherwise make it available, with respect to which the modification or ceasing affects Licensor's ability to provide such Licensed IP; or (iii) the providing of such Licensed IP becomes not permitted under applicable law; provided, if Licensor is unable to provide certain Licensed IP and is unable to replace such Licensed IP with substantially similar Licensed IP, it shall issue a pro-rata refund to Subscriber for any portion of the ceased Licensed IP applicable to the remaining term of the Order Form.

d. Subscriber is responsible for all use of the Licensed IP through Subscriber's account. Subscriber is responsible for the security of any user-name ("User-Name") and passwords ("Passwords") utilized for accessing the Data (collectively, "Log-In Credentials"). Access to the Licensed IP is subject to suspension by Licensor at any time that Licensor has a reasonable belief that (i) the Licensed IP is being used in violation of this Agreement, (ii) Subscriber's account has a security breach, or (iii) an individual or entity other than an Authorized User is accessing the Licensed IP through Subscriber's account. If Subscriber reasonably believes that someone other than an Authorized User is using such person's Log-In Credentials, or that a user is misusing Log-In Credentials or the Licensed IP, Subscriber must notify Licensor immediately. With respect to all data input into Licensor's portal by Subscriber or any Authorized User, Subscriber represents and warrants that it has complied with all applicable laws, rules and regulations, including without limitation those related to consent and data privacy, with respect to the receipt and usage of such data. Where Subscriber uses RetailStat Intelligence or RetailStat AI, prompts, questions, responses, feedback, saved portfolio information, and related usage information may be processed and retained as described in RetailStat's Privacy Policy. Subscriber shall not submit information it lacks the right or authority to provide.

3. Fees & Payment; Renewal Terms.

a. Except as otherwise set forth in the Order Form, Subscriber will pay Licensor the fees as set forth in the Order Form (the "Fees") within thirty (30) days of the date of Licensor's invoice. If Subscriber's use of the license extends beyond the Authorized Users, Licensor reserves the right to charge Subscriber for any such use in accordance with the Fee structure set forth on the Order Form, and Subscriber shall be billed for such usage and agrees to pay the additional fees in the manner provided herein. In addition to Licensor's other remedies pursuant to this Agreement or at law, Licensor reserves the right to impose a finance charge on late payments of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is lower, plus all costs of collection and may result in the immediate termination of this Agreement. Subscriber shall be responsible for all taxes associated with this Agreement other than taxes based on Licensor's net income.

b. Licensor reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then-current Renewal Term of the Order Form, as follows:

i. At least forty-five (45) days prior to the end of the then-current term, Licensor may provide notice (which may be via email) to Subscriber of the Fees and any additional terms applicable to the Renewal Term, in the form of an invoice for such Renewal Term ("Renewal Notice"). Except as otherwise set forth in the Order Form, Subscriber will have until the date that is thirty (30) days prior to the end of the then-current term (the "Non-Renewal Date") to reject such renewal and any new terms and Fees that will apply to the Renewal Term (the "Notice of Non-Renewal"), and if such Notice of Non-Renewal is not received by Licensor by the Non-Renewal Date then the Agreement shall automatically renew, such Fees and terms shall be deemed accepted, shall apply to the Renewal Term, and Subscriber shall pay such Fees prior to the date such Renewal Term commences;

ii. If Licensor does not provide a Renewal Notice under Section 3(b)(i), unless otherwise set forth in the Order Form, Subscriber will have until the date that is thirty (30) days prior to the Non-Renewal Date to send a Notice of Non-Renewal, and if such Notice of Non-Renewal is not received by Licensor by the Non-Renewal Date then the Agreement shall automatically renew with the same fees and terms applicable for the then-current term shall apply to the Renewal Term, and Subscriber shall pay such Fees prior to the date such Renewal Term commences;

iii. If the Order Form does not allow for an automatic renewal under Sections 3(b)(i) or 3(b)(ii), payment of the fee specified in the Renewal Notice upon the expiration of the then-applicable term constitutes acceptance of Licensor's offer to renew the subscription in accordance with the terms of the Renewal Notice as tendered to Subscriber, and such Order Form shall renew and such Fees and terms shall be deemed accepted and apply to the Renewal Term.

4. Additional Terms Related to Certain Subscriber-Contributed Content.

Subscriber, in its sole discretion, may submit information to be included in Licensor's products and services in an anonymized and de-identified manner, including, but not limited to, accounts receivable aging, trade tapes and other information or data contributed by Subscriber into any part of the Licensed IP or Licensor's products or services ("Contributed Data"). Subscriber grants Licensor a perpetual license to use Contributed Data in connection with providing the license to Subscriber and in connection with Licensor's business (including the redistribution of Contributed Data to third parties and the modification, enhancement and creation of derivatives of and to Contributed Data and the distribution of such modifications, enhancements and derivatives to third parties), provided that such Contributed Data is de-identified and anonymized and is either modified, enhanced or aggregated in such a manner that it cannot be identified as the Subscriber's information. Notwithstanding anything to the contrary contained in this Section or in this Agreement, Contributed Data that has been de-identified or anonymized so that it cannot be identified as the Subscriber's information shall not be considered Confidential Information of Subscriber. Subscriber represents and warrants that it has the right to provide the Contributed Data to Licensor for use as permitted in this Section.

5. Representations and Warranties.

Each party represents, warrants, and covenants to the other party that such party will comply with all applicable laws, including without limitation, anti-corruption, and export control laws, in the performance of its obligations under this Agreement and shall maintain all necessary rights, licenses and permits to perform its obligations under this Agreement. Subscriber acknowledges and agrees that: (a) the license and Licensed IP are not intended to be investment advice; (b) provision of the license or Licensed IP is not an offer to sell or a solicitation of an offer to buy any securities; (c) Licensor makes no guarantee of accuracy, currentness, or completeness of any Licensed IP or of whether any Licensed IP or license is appropriate for Subscriber, any of its funds or any of its or their investment objectives; and (d) Licensor and its Affiliates are not an adviser or fiduciary for Subscriber or any of Subscriber's managed or fiduciary accounts. Subscriber represents and warrants that it will only use the Data in accordance with all privacy laws and regulations that are applicable to Subscriber. Licensor represents and warrants that it will provide the Data in accordance with all privacy laws and regulations applicable to Licensor providing the Data. RetailStat AI responses are generated to assist research and may be incomplete, inaccurate, or outdated. Subscriber remains responsible for reviewing material information against the underlying source materials before relying on AI-generated responses for business, financial, or investment decisions.

6. Disclaimer and Limitation of Liability.

a. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, LICENSOR AND ITS THIRD-PARTY SUPPLIERS MAKE NO WARRANTY TO SUBSCRIBER, ANY AFFILIATE, OR ANY OF THEIR PERSONNEL OR INDEPENDENT CONTRACTORS, WITH RESPECT TO THIS AGREEMENT OR THE LICENSED IP PROVIDED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT IN NO EVENT WILL LICENSOR OR ITS THIRD-PARTY SUPPLIERS BE RESPONSIBLE OR LIABLE FOR SUBSCRIBER'S USE OF OR RELIANCE ON ANY RESULTS OBTAINED FROM THE LICENSED IP, AND THAT SUBSCRIBER BEARS THE SOLE RESPONSIBILITY AND RISK FOR ANY SUCH USE OR RELIANCE, INCLUDING WITHOUT LIMITATION ANY DECISION(S) SUBSCRIBER MAY MAKE OR REFRAIN FROM MAKING IN CONNECTION THEREWITH. IN NO EVENT SHALL LICENSOR OR ITS THIRD-PARTY SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER INDIRECT LOSS OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE CONTRIBUTED DATA OR THE LICENSED IP, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, LOSS OF SALES, LOSS OF BUSINESS, COST OF SUBSTITUTE LICENSED IP, LOSS OF GOODWILL OR REPUTATION.

b. IN NO EVENT SHALL LICENSOR'S OR ITS THIRD-PARTY SUPPLIERS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE CONTRIBUTED DATA OR THE LICENSED IP EXCEED THE ACTUAL AMOUNT PAID TO LICENSOR BY SUBSCRIBER IN THE ONE YEAR PRIOR TO THE DATE A CLAIM IS MADE UNDER THE AGREEMENT. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT, REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM SUBSCRIBER MAY HAVE ARISING OUT OF, RELATING TO OR CONNECTED WITH THIS AGREEMENT, MUST BE FILED WITHIN ONE CALENDAR YEAR AFTER THE DATE SUCH CLAIM ARISES OR FOREVER BE BARRED.

c. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO DAMAGES ARISING FROM THE LICENSOR'S WILLFUL MISCONDUCT OR TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

7. Indemnification.

a. Licensor hereby agrees to defend, indemnify, and hold harmless Subscriber and its Affiliates and its and their employees, officers, and directors from and against any and all damages awarded, fines and penalties incurred and settlements agreed to by Licensor incurred from any third party claim that the providing of the Licensed IP (as provided by Licensor without modification) to Subscriber infringed any third party's copyright or other intellectual property right. Subscriber hereby agrees to defend, indemnify, and hold harmless Licensor, its Affiliates and its and their employees, officers, and directors from and against any and all damages awarded, fines and penalties incurred and settlements, incurred from any third party claim relating to or arising out of (i) Subscriber's material breach of this Agreement, or (ii) Licensed IP that Subscriber provided to a third party, including but not limited to a claim that such third party relied on any Licensed IP to make an investment decision.

b. The obligations of indemnity herein are contingent upon the indemnified party giving prompt written notice of any claim to the indemnifying party and the indemnifying party having control of the defense and settlement of any such claim. The indemnifying party shall not settle any such claim without the full release of the indemnified party and, to the extent named in such claim, its Affiliates and its and their employees, officers, and directors from all liability with respect to such claim.

8. Ownership of Information; Confidentiality.

a. The Licensed IP is the sole property and Confidential Information of Licensor, except to the extent any Contributed Data (as defined hereinabove) is included in any Licensed IP, in which case Subscriber has sole ownership interest in such Contributed Data and Contributed Data is not the Confidential Information of Licensor. Subscriber may use the Licensed IP solely as permitted by this Agreement. Except for any limited license granted in this Agreement, Subscriber acknowledges and agrees that it has no rights or interests in or to any part of the Licensed IP other than Contributed Data included in the Licensed IP.

b. The Contributed Data is the sole property and Confidential Information of Subscriber. Licensor may use the Contributed Data solely to the extent permitted by this Agreement. Except for any limited license granted in this Agreement, Licensor acknowledges and agrees that it has no rights or interests in or to any part of the Contributed Data.

c. Each party shall keep confidential, using a level of care similar to what it uses for its own information of a similar nature (but not less than reasonable care), confidential information disclosed to it by the other party in connection with this Agreement, including any technology, know-how, data, trade secrets or other business information or information relating to a party or any funds managed by a party (collectively, "Confidential Information") to any person other than to such party's officers, directors, employees or service providers, in each case, who has a reasonable need to know such Confidential Information (each, a "Permitted Person"). Each party shall only use the other party's Confidential Information as permitted by this Agreement. Each party shall ensure such party's Permitted Persons are bound by a written agreement or professional ethical obligations or by other means imposing confidentiality obligations with respect to Confidential Information of the other party that are at least as stringent as those herein. Confidential Information does not include (i) information known to the receiving party at the time of disclosure, (ii) information that is disclosed to the receiving party by a third party not under an obligation of confidentiality to the disclosing party, (iii) information that is or becomes publicly available through no fault of the receiving party or its Permitted Persons, or (iv) information that the receiving party independently develops without reference to or use of the Confidential Information. In addition, Contributed Data that has been de-identified, anonymized, aggregated or enhanced so that it no longer can be identified as being provided by Subscriber is not owned by Subscriber or the Confidential Information of Subscriber. Each party agrees that the other party may disclose any Confidential Information that is required by law or regulation to be disclosed provided that, unless prohibited by applicable law or court order, the other party gives such party reasonable notice and opportunity to object to such disclosure; provided, that such disclosure in and of itself shall not except such information disclosed from being Confidential Information hereunder.

9. Term/Termination.

a. Term: Each Order Form may set forth an "Initial Term". Except as set forth in the Order Form, the term of this Agreement shall be for the Initial Term and shall renew for successive Renewal Term(s) as set forth in Section 3 hereof.

b. Termination.

i. Either party may terminate this Agreement at any time by providing written notice to the other party, (i) if the other party materially breaches this Agreement and does not cure such material breach within thirty (30) days after receiving notice thereof, or (ii) in the event of Default (as defined below) by the other party; provided, that in the event of Default, in addition to a party's unilateral right to terminate, this Agreement will automatically terminate without any further action by either party.

ii. "Default" means: (i) a party's assignment or attempted assignment of this Agreement or any Licensed IP for the benefit of creditors; (ii) if the other party becomes the subject of a proceeding under the bankruptcy laws of the United States; (iii) a party becomes insolvent or generally fails to pay, or admits its inability to pay, all or a substantial part of its debts as they become due, or applies for or is granted a moratorium; or (iv) a receiver, manager, administrator, liquidator, or other similar officer or practitioner is appointed over the whole or any substantial part of a party's business or assets, or any steps are undertaken to that effect in other similar proceedings. A termination pursuant to this Section shall not preclude the recovery of damages permitted by this Agreement by the party not in Default.

iii. Licensor may terminate this Agreement at any time by providing written notice to Subscriber if (i) Fees are not received by the due date, (ii) Subscriber breaches Section 2(a) or 2(b) hereof, or (iii) it determines in good faith that it can no longer provide the Licensed IP because it does not have access to the needed information to provide the Licensed IP or for regulatory reasons, provided that if terminated pursuant to this subclause (iii) any fees paid in advance to Licensor for periods in which the Licensed IP has not been provided on the date of termination shall be refunded pro rata to the Subscriber within thirty (30) days after the date of termination.

iv. Except as otherwise provided in the Order Form, within five (5) business days of termination, Subscriber and all Affiliates and their personnel and independent contractors must return, destroy, or purge all copies, excerpts, modifications and updates of the Data and all modifications and derivatives of the Data made by Subscriber and all supporting documentation and provide, upon request, written certification of destruction and purging.

10. General Terms.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, and supersedes any and all prior understandings, statements, agreements, representations, or negotiations, whether oral or written, concerning the same. Except as otherwise set forth herein, this Agreement cannot be amended or modified except by an instrument in writing signed by both parties.

b. Waiver. The waiver by any party of any breach of this Agreement by any other party shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Agreement.

c. Assignment. Neither party may assign or transfer this Agreement without the other party's written consent, except in Licensor's case to an acquirer or successor in connection with a merger, consolidation, reorganization, or sale of all or substantially all assets, or to an Affiliate. In the event that Subscriber is acquired by or merges with or sells substantially all of its assets to a competitor of Licensor, Licensor has the right to terminate this Agreement. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the parties and each party's successors, heirs, assigns, agents, administrators, representatives, and trustees. Any assignment or transfer of this Agreement in violation of this Section is null and void.

d. Force Majeure. Licensor shall have no liability whatsoever for interruptions of service or other breach of this Agreement due to fire, explosion, lightning, power surge or failure, water, or floods, acts of God, war, civil disturbance, acts or omissions of communications carriers, governmental acts, natural disasters, strikes or industrial disputes, political disturbances, epidemics, pandemics, and all other circumstances which are out of its reasonable control.

e. No Public Reference. Subscriber shall not make any written or verbal reference, statement or representation relating to Licensor, any of the Licensed IP, or Licensor's business, to any person or generally to the public, in any way that could be interpreted (whether directly or indirectly, expressly or implied) to mean or imply that Licensor in any way endorses, supports, recommends, provides an opinion on, or is associated with Subscriber.

f. Severability. Should any term of this Agreement be finally held by a court of competent jurisdiction to be invalid, unenforceable, void or otherwise contrary to law or equity, the parties agree that such provision shall be automatically severed and the remainder of this Agreement that can be given effect shall continue to be given effect.

g. Performance. Licensor may use Affiliates and subcontractors in connection with providing the Licensed IP, provided that Licensor is responsible for such Affiliate's and subcontractor's performance as if Licensor has provided the services directly.

h. Survival. The provisions of Sections 3a., 4, 5, 6, 7, 8, 9b.(iv), 10, and 11 shall survive the termination or expiration of this Agreement. Any other obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive termination, cancellation, or expiration of this Agreement.

i. Third party beneficiaries. Subscriber and Licensor acknowledge and agree that Licensor's third-party suppliers and any Affiliates who perform all or a portion of the Agreement on behalf of Licensor are third-party beneficiaries of this Agreement and have the right to enforce this Agreement as if they were a party hereto.

j. Order of Precedence. In the event of any conflict or inconsistency between the following documents, the order of precedence shall be this SLA and then the Order Form. In the event of any conflict or inconsistency, unless the Order Form expressly states it is amending this SLA, this SLA shall govern and control.

k. Notices. All notices and other communications between the parties required or permitted by this Agreement will be deemed properly given if given to a party at its address or email by: (i) personal service when delivered, (ii) certified mail, return receipt requested, when noted in receipt as delivered, (iii) nationally or internationally recognized courier service, when delivered, or (iv) email when sent if a bounce back message is not received. For the purposes of this Section, Subscriber's address and email are as set forth in the most recent Order Form, and Licensor's address and email are 99 Wall Street #3650, New York, NY 10005 and salesops@retailstat.com, respectively; provided, however, a party can change its address or email by providing written notice to the other party in accordance with this Section.

11. Governing Law.

This Agreement and all claims arising out of or relating to this Agreement, the license or the Licensed IP shall be governed by the laws of the state of New York, excluding the conflicts of law provisions thereof. The parties agree that any action or proceeding arising out of or relating to this Agreement, the license or the Licensed IP shall be exclusively resolved by federal or state courts located in New York, New York and waives any and all rights to claim inconvenient forum. EACH PARTY HERETO WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE OR LEGAL PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.