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Notice: This Software is not sold. Instead, it is licensed on the terms and conditions contained in this Software License Agreement (the “Agreement”). Please read this Agreement carefully. By Running (as defined below) all or any portion of this Software, you agree to be bound by the terms and conditions of this Agreement just as if you signed a written agreement. In addition, any other Person that obtains the Software, or on whose behalf it is used (such as an employer), is also bound by all of the terms and conditions of this Agreement. You warrant that you have the authority to act on behalf of all such Persons. If you do not agree to the terms and conditions of this Agreement, do not install, access, copy or use the Software. You may contact Entelepon (see www.entelepon.com) for information regarding returning the Software for a refund.

In addition to the other provisions of this Agreement, the Software is subject to certain limitations regarding use (Section 4), transferability (Section 5), warranty (Section 9), and liability (Section 9).

Warning: This Software is designed to use Data that is produced by third party Computer Programs, such as Qualcomm Developer XML extract. Please note that if the Data fields, format, content or other output of these third party Computer Programs are modified, the Software may not properly process the Data or may not be able to process the Data at all. Entelepon may produce updates to the Software to accommodate changes in such Data at its discretion, but is not obligated to provide any such updates. See Section 6, below.

The Software has a demonstration component having limited functionality. USE OF THE DEMONSTRATION COMPONENT OF THE SOFTWARE IS AT YOUR SOLE RISK and is subject in all respects to the terms and conditions of this Agreement. The Software also contains enabling technology that allows you to access the full functionality of the Software only by means of a product key (the “Key”). The Software also contains other technology to prevent unauthorized copying and use of the Software. Information on how to obtain a Key, as well as information regarding use of the Key and authorizing technology, is available from Entelepon at www.entelepon.com. You agree not to access, attempt to access, control, disable, remove, use or distribute the Key for any purpose, except for the sole purpose of activating the full features of your copies of the Software, as authorized by Entelepon. You also agree that you will not access, or suffer or permit access to, the full features of the Software without a properly authorized Key.

1. Definitions.

“Computer” means a computer device, workstation, terminal or other electronic processor that receives information in digital or similar form and manipulates it to obtain a specific result based upon a series of instructions.

“Computer Program” means any instruction or instructions and/or data and information in source-code or object-code format for controlling the operation of, or being manipulated on, a Computer.

“Data” means all information and data that are provided by Computer Programs, other than the Software, as input to the Software that are used by the Software to produce Output. Entelepon has no control over and is not responsible for the sufficiency, accuracy or format of any Data. AS A RESULT, ENTELEPON DOES NOT MAKE ANY WARRANTY OR GUARANTEE THAT THE DATA OR ANY PORTION OF THE DATA IS COMPLETE, SUFFICIENT, ACCURATE, MERCHANTABLE OR FIT FOR ANY PARTICULAR PURPOSE, INCLUDING FOR PURPOSES OF BEING RUN BY THE SOFTWARE. See Section 9, below.

“Entelepon, LLC” means Entelepon, LLC, a limited liability company formed and existing under the laws of the State of Nevada.

“Network” means a private, proprietary network resource accessible only by employees (including individuals who are working on an independent contractor basis) of a specific legal entity, but does not include the Internet or any other network community open to the public, including membership or subscription groups, associations and similar organizations.

“Output” means any information, graphics, text, data, or other derivative work (as defined in United States copyright law) created, developed, produced by the Software that is based upon or contains any Data or other content of the Software. ENTELEPON DOES NOT MAKE ANY WARRANTY OR GUARANTEE THAT THE OUTPUT OR ANY PORTION OF THE OUTPUT IS COMPLETE, SUFFICIENT, ACCURATE, MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE. See Section 9, below.

“Person” means a natural person, a corporation, a limited liability company, a firm, a partnership, a limited partnership, a limited liability partnership, a joint venture, a trust, an estate, or any other entity, whether formed under the laws of the United States of America or any other nation, state, province or any subdivision or agency of any of them.

“Run” or “Running” means to install, use, access, display, run, control, manipulate or otherwise interact (or any combination thereof) with the Software on a Computer.

“Software” means the Mobile Analyst Computer Program and all other information provided with this Agreement, including (a) Entelepon or third party software files and other computer information; (b) sample and stock photographs, images, sounds, clip art and other artistic works; (c) related instructional materials, whether in written or electronic form (“Instructions”); and (d) modified versions and copies of, and upgrades, updates and additions to, such Computer Program or information or both, provided to you by Entelepon at any time, to the extent not provided under a separate agreement. The Software may contain materials and content prepared by other sources and suppliers.

2. Software License. (a) As long as you obtained the Software from Entelepon or one of its authorized licensees, and as long as you comply with the provisions of this Agreement, Entelepon grants you a non-exclusive and non-transferable license to use the Software in the manner and for the purposes described in this Agreement.

(b) You may use the Software solely for your own internal business purposes and solely to produce Output related to Data for one Person and the affiliates of such Person. An affiliate of a Person is a legal entity having at least 50% of the equity interest of such legal entity owned by the first Person.

(c) Subject to the provisions of paragraph 2(b), above, you may install and use one (1) copy of the Software on one (1) compatible Computer, or you may install one (1) copy of the Software on one (1) Computer file server within your Network for the purpose of using the Software through commands, data or instructions (e.g., scripts) from another Computer within the same Network, provided that only one (1) user (not the number of concurrent users) is permitted to access or use the Software on such Computer file server. No other network use is permitted, including use of the Software, either directly or through commands, data or instructions: (i) from or to a Computer not a part of your Network; (ii) by any user not licensed to use this copy of the Software under a valid license from Entelepon; or (iii) as a component of a system, workflow, or service accessible by more than one user.

(d) The primary user of the Computer on which the Software is installed may install a second copy of the Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided that the Software on the portable or home Computer is not used at the same time as the Software on the primary Computer.

(e) You may make a reasonable number of backup copies of the Software, provided your backup copies are not installed or used for any purpose other than archival purposes and in accordance with this Agreement

(f) Upon termination of this Agreement, your right to Run, and any other rights in and to, the Software shall terminate, as provided in Section 8, below.

3. Intellectual Property Rights. The Software and any authorized copies that you make are the intellectual property of and are owned by Entelepon and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Entelepon and its suppliers. The Software is protected by law, including the copyright laws of the United States of America and other countries, and by international treaty provisions. Except as expressly stated herein, you shall not acquire any right, title or interest in any portion of the Software or such intellectual property rights and all rights not expressly granted are reserved by Entelepon and its suppliers. You acknowledge and agree that, except as provided under the license granted under Section 2, above: (a) Entelepon and its suppliers are the sole and exclusive owner or owners of the Software; and (b) Entelepon has the sole and exclusive right to hold, use, disclose, reproduce, duplicate, copy, transfer, license and assign such Software throughout the world. You agree that you will not at any time challenge or contest the validity, ownership, title and registration of Entelepon in and to the Software or the validity of the license granted under this Agreement. You may, however, use the Output related to the Person and affiliate Persons designated in paragraph 2(b), above, for any lawful purpose.

4. Other Restrictions and Limitations. (a) No right is granted by this Agreement for the use of the Software directly for others, or for any use of the Software by others. For example (and without limitation), use of the Software in a time-sharing service or a service-bureau operation is not permitted. The Software is intended for business and commercial use only. You agree that you will not use the Software for personal or consumer purposes. You also represent and warrant that you are not an agency of, or acting on behalf of an agency of, the government of the United States and that the Software will not be used for purposes related to the United States government.

(b) No right is granted in this Agreement to use any identifying mark (such as, but not limited to, trade names, trademarks, trade devices, trade dress, service marks or symbols, and abbreviations, contractions or simulations thereof) owned by or used to identify Entelepon or any product or service of Entelepon or any of its suppliers.

(c) You agree that you will not use or permit or suffer the use of, directly or indirectly, the Software except as authorized in this Agreement and that you will not make, have made or permit or suffer to be made any copies of the Software, except for backup and archival copies, as provided in paragraph 2(e), above. Any such copies shall contain a copyright notice and proprietary notice citing the rights of Entelepon and its suppliers. Such notice shall be in the same form as that appearing on or in the Software.

(d) You shall not reverse compile, decompile, reverse engineer, disassemble or otherwise attempt to discover the source code of the Software, except to the extent you may be expressly permitted under applicable law to decompile only in order to achieve interoperability with the Software. The Software may include various applications, utilities and components, may support multiple platforms and languages, and may be provided to you on multiple media or in multiple copies. Nevertheless, the Software is designed and provided to you as a single product to be used as a single product on Computers, as permitted in Section 2, above. You are not required to use all of the component parts of the Software, but you may not unbundle or repackage the Software for distribution, transfer or resale, except as specifically provided otherwise in this Agreement.

5. Non-transferability of Software. You shall not sell, rent, lease, license, sublicense, assign or otherwise transfer or dispose of the Software, in whole or in part, in any manner or to any Person, or permit any portion of the Software to be copied onto another Person's Computer, except as expressly provided in this Agreement.

6. Software Support, Updates and Upgrades. (a) Nothing in this Agreement shall be construed as an obligation by Entelepon to furnish you or any other Person with any assistance of any kind whatsoever, or any Data, information or documentation other than the Software in the form provided by Entelepon with this Agreement. Entelepon is not obligated to issue updates or upgrades related to the Software. Entelepon may, however, issue such updates or upgrades from time to time in its discretion.

(b) If one or more upgrades or updates to the Software have been issued by Entelepon, and the Software is an upgrade or update to a previous version of the Software, you must possess a valid license to such previous version in order to use such upgrade or update. Updates or upgrades, if any, will be provided to you on a license exchange basis. You agree that by using an upgrade or update you voluntarily terminate your right to use any previous version. Upgrades and updates, if any, may be licensed to you by Entelepon with additional or different terms.

7. Export; Compliance With Law. You agree that the Software will not be exported, shipped or transported, directly or indirectly, to any country outside of the United States or otherwise used or disclosed in any manner prohibited by the United States Export Administration Act or any other export laws, restrictions or regulations (collectively, the "Export Laws"). In addition, if the Software is identified as an export controlled item under the Export Laws, you warrant and represent that you are not a citizen of, or located within, an embargoed or otherwise restricted country and that you are not otherwise prohibited under the Export Laws from receiving the Software. You have sole responsibility for compliance with, and liability for, any non-compliance with the Export Laws and any other statute, law, rule or regulation of any nation, state or properly constituted agency, organization or tribunal.

8. Term and Termination. This Agreement is effective until terminated. You may terminate this Agreement at any time by destroying the Software and all copies thereof. All rights granted to you under this Agreement shall be immediately terminated if you fail to comply with any terms of this Agreement. Upon termination of this Agreement for any reason, the rights granted to you by Entelepon under this Agreement shall immediately terminate, and you shall immediately discontinue Running and other use of the Software and return to Entelepon or destroy the Software and all copies of the Software. Any termination of this Agreement shall not prejudice any cause of action or claim of such party accrued or to accrue on account of any breach or default by the other party related to this Agreement. Except as expressly provided otherwise in this Agreement, termination of this Agreement will not entitle you to a refund of any amount paid by you in exchange for the license granted under this Agreement. You agree that this provision is a fair and reasonable allocation of economic risk under the circumstances, is a material inducement to Entelepon's entering into this Agreement, and does not constitute a penalty.

9. Warranty; Liability; Indemnification. (a) Licensor warrants for a period of ninety (90) days from furnishing the Software to Licensee that any magnetic or similar physical medium on which portions of the Software are furnished will be free under normal use from defects in materials, workmanship or recording. If such a defect appears within such warranty period Licensee may return the defective medium for replacement without charge. Replacement is Licensee's sole remedy with respect to such a defect.

(b) EXCEPT FOR THE WARRANTY PROVIDED UNDER PARAGRAPH 9(a), ABOVE, ENTELEPON MAKES NO OTHER REPRESENTATIONS OR WARRANTIES. THE WARRANTY UNDER PARAGRAPH 9(a) IS THE ONLY WARRANTY MADE BY ENTELEPON AND ITS AFFILIATES AND STATES THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY BY ENTELEPON AND ITS AFFILIATES. EXCEPT FOR THE WARRANTY PROVIDED IN PARAGRAPH 9(a), ABOVE, AND EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE SOFTWARE IS PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OR CONDITION, AND YOU HEREBY EXCLUDE AND DISCLAIM AND WAIVE ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND TERMS OF ANY KIND, EITHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE AS TO ANY MATTER. BY WAY OF EXAMPLE ONLY, AND NOT AS A LIMITATION, ENTELEPON DOES NOT MAKE ANY: (i) REPRESENTATIONS OR WARRANTIES REGARDING THE

ACCURACY, COMPLETENESS OR SUITABILITY OF ANY OUTPUT PRODUCED OR CREATED BY THE SOFTWARE; (ii) WARRANTIES OR REPRESENTATIONS ABOUT THE COMPLETENESS, ACCURACY OR SUITABILITY OF ANY DATA OR THE FORMAT OF ANY DATA PRODUCED BY ANY COMPUTER PROGRAM THAT IS RECEIVED AS INPUT BY THE SOFTWARE FOR ANY PURPOSE; (iii) WARRANTIES OR REPRESENTATIONS REGARDING PERFORMANCE, SECURITY, INTEGRATION, QUIET ENJOYMENT, OR SATISFACTORY QUALITY OF THE SOFTWARE; OR (iv) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

(c) YOU AGREE THAT IN NO EVENT WILL ENTELEPON BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY ACTIONS, CLAIMS, PENALTIES AND DAMAGES (INCLUDING COST OF COVER) ARISING OUT OF OR IN CONNECTION WITH: (i) DEFAULT BY YOU OF ANY OF YOUR OBLIGATIONS UNDER THIS AGREEMENT; (ii) THE USE OR MISUSE OF THE SOFTWARE, ANY DATA, OR ANY OUTPUT, OR ANY CONTENT OF ANY OF THE SAME, OR OTHER MATERIALS PROVIDED, PRODUCED OR CREATED BY ENTELEPON OR THE SOFTWARE; AND (iii) YOUR NEGLIGENT ACTS OR OMISSIONS. YOU AND ANY PERSON ON WHOSE BEHALF YOU ARE ACTING IN RUNNING THIS SOFTWARE, AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS ENTELEPON AND ITS AFFILIATES, INCLUDING THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (THE "INDEMNITEES") AGAINST ALL LIABILITIES, DEMANDS, CLAIMS, RECOVERIES, SETTLEMENTS, ACTIONS, PENALTIES, COSTS, LOSSES, AND DAMAGES (AS DEFINED BELOW) INCURRED BY THE INDEMNITEES, KNOWN OR UNKNOWN, CONTINGENT OR OTHERWISE, DIRECTLY OR INDIRECTLY ARISING FROM OR RELATED TO YOUR USE OR MISUSE OF THIS SOFTWARE OR ANY OF THE DATA OR ANY OF THE OUTPUT OR YOUR NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF ANY OF THE INDEMNITEES. THE TERM "DAMAGES" INCLUDES DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER DAMAGES RELATED TO INJURY TO (INCLUDING DEATH OF) YOU OR ANY OTHER PERSON (INCLUDING, WITHOUT LIMITATION, ANY PERSON OR ENTITY ON WHOSE BEHALF YOU ARE ACTING IN ACCESSING AND USING THE SOFTWARE), DAMAGE TO OR LOSS OF ANY PROPERTY, LOSS OF CONSORTIUM, LOSS OF OPPORTUNITY OR BUSINESS OR CONTRACTUAL RELATIONSHIP, VIOLATION OF ANY RIGHT TO PRIVACY, DEFAMATION OF CHARACTER OR REPUTATION AGAINST ANY PERSON, PRODUCT OR OTHER OBJECT, MENTAL DISTRESS OR ANGUISH, LOSS OF USE OR PROFITS, ATTORNEYS AND EXPERT FEES AND OTHER COSTS THROUGH ANY APPEAL, LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF COMPUTER PROGRAMS OR OTHER DATA OR INFORMATION, AND ANY AND ALL OTHER TYPES OF CLAIMS AND DAMAGES OF EVERY KIND, NATURE, AND DESCRIPTION.

(d) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE AGGREGATE LIABILITY OF ENTELEPON AND ITS AFFILIATES FOR ACTIONS, CLAIMS, PENALTIES AND DAMAGES (AS DEFINED ABOVE) RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

(e) Promptly upon Entelepon's providing you with notice of any claim or action against Entelepon for which you must provide a defense, as provided in paragraph 9(c), above, you shall promptly take over and defend such claim or action on behalf of Entelepon. Notwithstanding any provision of this Agreement to the contrary, Entelepon shall have the right at any time to resume and prosecute the defense of any such claim or action with counsel of its choice if Entelepon determines, in its sole discretion, that the interests of Entelepon are not adequately protected by your defense of such claim or action. All expenses incurred by Entelepon in resuming and prosecuting such defense shall be at your sole expense, as provided in paragraph 9(c), above.

(f) The limitations on the liability of Entelepon in this agreement are intended to be as broad and inclusive as is permitted by the laws governing this Agreement. The parties hereby agree that this provision shall be severable as to each item or element of damages, and if any such limitation on Entelepon's liability for damages or the application of such limitation to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of such limitations on Entelepon's liability for damages, or the application of such limitations to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability. You acknowledge that the economic terms of this Agreement reflect the foregoing allocation of risk and such allocation of risk is a significant inducement for Entelepon to provide you with the Software.

(g) For purposes of paragraphs 7(b) through 7(f), above, "Entelepon" (and "ENTELEPON") includes Entelepon and its Affiliates and any and all of their respective shareholders, directors, officers, managers, employees, partners, contractors, subcontractors, consultants, suppliers, agents, affiliates, other developers, successors or assigns.

(h) THE FOREGOING LIMITATIONS, EXCLUSIONS AND INDEMNIFICATIONS APPLY TO THE EXTENT PERMITTED BY THE APPLICABLE LAW OF YOUR JURISDICTION. The provisions of this Section 9 will survive the termination of this Agreement, howsoever caused, but this will not imply or create any continuing right by you or any other Person (except Entelepon) to use the Software after termination of this Agreement.

10. Compliance. You agree, upon request from Entelepon or its authorized representative, that you will promptly, and within thirty (30) days, provide Entelepon or such representative with complete documentation and certification that use of the Software at the time of the request is in conformity with the terms and conditions of this Agreement.

11. Arbitration. Any controversy, dispute or claim arising out of or related to this Agreement, or the breach thereof, will be determined by arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (the "Association"). Within ten (10) days after the filing of any request to arbitrate, the parties will each select an arbitrator, and the selected arbitrators will select the Arbitrator within thirty (30) days after the date of such filing. If either party refuses or fails to select an arbitrator within the designated time period, the Association will select the arbitrator on behalf of such party. If the arbitrators selected by the parties refuse or fail to select the Arbitrator within the designated time period, then on the request of any party, the Association will select the Arbitrator. Each of the selected arbitrators and the finally appointed Arbitrator will be recognized by the Association as a legal expert in the field of business software practices in the financial industry. The parties hereby irrevocably agree that the arbitration will be held within the City of San Diego, California, U.S.A., and will apply the laws of the State of California (without regard to the conflicts of law principles). The Arbitrator may award any and all remedies and relief deemed appropriate under the circumstances, including money damages and injunctive relief. If any party fails to provide any response or to appear at any arbitration proceeding, the Arbitrator will proceed with the arbitration without such response or appearance. At the conclusion of the arbitration, the Arbitrator will issue a written award containing essential findings of fact and reasoned opinions and conclusions on which the award is based. The final award rendered by the Arbitrator will be binding, final and non-appealable. The costs of arbitration and the Arbitrator's fees in connection with any such arbitration will be shared equally by the parties unless the Arbitrator determines that the party or parties prevailing in the arbitration shall bear a lesser portion thereof. This arbitration provision will be deemed to be self-executing and will remain in full force and effect after the expiration or termination of this Agreement. Except as may be required by applicable law, no party, arbitrator, Arbitrator, or the Association will disclose the existence, content, or results of any arbitration hereunder without the express prior written consent of both you and Entelepon. Notwithstanding the above, any party may bring an action in any court of proper jurisdiction located in San Diego County, California, U.S.A., with respect to any claim having a reasonable value of U.S. \$2,500.00 or less, without considering attorneys fees and other costs.

12. Miscellaneous. This Agreement will be binding upon and inure to the benefit of the parties and each of their respective assigns and successors-in-interest. Entelepon may assign its rights or delegate its duties

under this Agreement, but you may not assign your rights or delegate your duties under this Agreement without the prior written consent of Entelepon. This Agreement may only be amended or revoked in writing by mutual agreement of the parties. Words in the singular number include the plural and vice versa, and words in the masculine gender include the feminine and neuter genders and vice versa. The terms "includes" and "including" do not imply any limitation. Except as expressly provided otherwise in this Agreement, no third party will have any rights as a third party beneficiary under this Agreement. Time is of the essence in the performance of each and every obligation under this Agreement. References to "days," "months," "quarters," or "years" mean calendar days, months, quarters or years, respectively. If any date under this Agreement falls upon a Saturday, Sunday or any public or bank holiday, the date will be deemed to occur on the next succeeding day that is not a Saturday, Sunday or holiday. If any provision of this Agreement is invalid or unenforceable, the unenforceable or illegal provision will be deemed stricken from this Agreement and the remainder of this Agreement will not be affected by such invalidity or unenforceability. The captions and headings in this Agreement will not be used in interpreting this Agreement. References to "Sections" and "paragraphs" in this Agreement refer to sections and paragraphs, respectively, in this Agreement unless otherwise provided. The covenants, conditions, and indemnifications of this Agreement will survive any termination or expiration of this Agreement to the extent necessary or desirable to protect the rights of the parties hereunder. This Agreement will be governed by the laws of the State of California, without regard for its rules related to conflicts of laws. If any party retains legal counsel for purposes related to this Agreement, and the matter is settled by a judicial determination or arbitration, the prevailing party will be awarded reasonable attorneys fees and costs. No delay or omission in the exercise of any right or remedy will impair such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act. In the event of conflict between the provisions of this Agreement and those of the Instructions or any other documentation related to the Software, the provisions of this Agreement shall govern and control. Except as expressly provided otherwise in this Agreement, all monetary amounts referred to in this Agreement shall be in the currency of the United States of America. Each party to this Agreement warrants that: (a) such party has full capacity, power and authority to enter into this Agreement, perform such party's obligations hereunder, and consummate the transactions contemplated hereby; and (b) if such party is a person other than a natural person, such party has taken all actions required to authorize the execution and delivery by such party of this Agreement and the performance by such party of its obligations hereunder and the consummation of the transactions contemplated hereby; and (c) this Agreement is a valid and binding agreement of such party enforceable in accordance with its terms.