

End-User Subscription Agreement

This Grazitti End User Subscription Agreement (“**EUSA**”) is made between Grazitti and the Customer identified on the Order Form, together referred to as the “**Parties**” and each individually as a “**Party**”. Grazitti and Customer hereby agree as follows:

1. Scope; Access to Subscription Services.

1.1 Scope. This EUSA applies to Customer’s use of the Grazitti Products i.e. SearchUnify subscription services and related items, online training (if any), and packaged post sales Professional Services offered by Grazitti (collectively, the “**Subscription Services**”) that are listed in one or more Grazitti subscription-based ordering documents signed by the Parties (each an “**Order**”). Except as provided in an Order, each Order is subject to the terms of the Agreement, subject to Section 12.4. Unless specified in writing to the contrary, each Order is independent of and has no impact on other Orders. This EUSA and all executed Orders, any addenda, service schedules, and exhibits are collectively referred to as the “**Agreement**”, and contain the terms and conditions that govern access to and use of the Subscription Services. “**Subscription Term**” means the term of the subscription specified in the Order which shall commence on the ‘**Subscription Start Date**’ and ends on ‘**Subscription End Date**’, which is subject to the termination and renewal rights described herein.

1.2 Access to Subscription Services. During the Subscription Term set forth in each Order, Grazitti will make the Subscription Services available to Customer and its authorized employees, agents or consultants (“**Users**”) and grants a worldwide, non-exclusive, non-transferable right, without the right to sublicense, for access and use by such Users solely for Customer’s business purposes in accordance with the terms of the Agreement. Customer is responsible for use of the Subscription Services by Users and any party who accesses the Subscription Services with Customer’s or a User’s account credentials. Grazitti may, at its discretion, subcontract or otherwise delegate some or all of its project activities to its affiliates and/or related entities under the Agreement but will continue to be primarily responsible for all obligations under the Agreement.

2. Restrictions; Grazitti Use Policies; Suspension.

2.1 Restrictions. Customer will not, and will ensure that its Users do not, directly or indirectly (i) make the Subscription Services available to anyone other than Users or use the Subscription Services for the benefit of any unrelated third party; (ii) sell, resell, assign, pledge, transfer, license, sub-license, distribute, rent or lease the Subscription Services; (iii) reverse engineer or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Subscription Services or any software, documentation or data related to or provided with the Subscription Services; (iv) modify, translate or create derivative works based on the Subscription Services or remove any proprietary notices or labels from the Subscription Services; (v) use or access the Subscription Services to build or

support, and/or assist a third party in building or supporting products or services competitive to the Subscription Services; (vi) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) use the Subscription Services to store or transmit viruses, worms, time bombs, trojan horses and other harmful or malicious code; (viii) interfere with or disrupt the integrity or performance of the Subscription Services or third-party data contained therein; (ix) attempt to gain unauthorized access to the Subscription Services or their related systems or networks; (x) use the Subscription Services for embodying into the non-Grazitti products or services without Grazitti's consent; (xi) use the Subscription Services for unlawful, harmful, obscene, offensive, prohibited activities, or fraudulent content or activity, examples of prohibited activities are advocating or causing harm, interfering with or violating the integrity or security of a network or system, evading filters, sending unsolicited, abusive, or deceptive messages, introducing viruses or harmful code, or violating third party rights; or (xii) use the Subscription Services if failure or interruption of the Subscription Services could lead to death, serious bodily injury, or property or environmental damage.

2.2 Grazitti Use Policies. Customer shall (i) be responsible for Users' compliance with the Agreement, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services, and notify Grazitti promptly of any such unauthorized access or use, and (iii) use the Subscription Services in accordance with the applicable laws and government regulations.

2.3 Suspension. Grazitti may immediately suspend Customer's account and access to the Subscription Services if (i) Customer fails to make any undisputed payment due within thirty (30) days after Grazitti has provided Customer with written notice of such failure; or (ii) Customer violates Section 2.1, Section 2.2, Section 10 or Section 11 of the Agreement. Any suspension by Grazitti of the Subscription Services under the preceding sentence will not relieve Customer of its payment obligations hereunder.

3. Ownership: Subscription Services; Customer Data.

3.1 Subscription Services. Customer acknowledges that the Subscription Services are offered online on a subscription basis. Grazitti reserves all rights, title and interest in and to the Subscription Services, including any software or documents related to or provided with the Subscription Services and all intellectual property rights and derivatives, modifications, refinements or improvements thereto. From time to time, Customer or its Users may submit to Grazitti comments, questions, enhancement requests, suggestions, ideas, process descriptions or other information related to the Subscription Services ("**Feedback**"). Customer agrees that Grazitti has all rights to use and incorporate Feedback into the Subscription Services without restriction or payment to Customer. No rights are granted to Customer other than as expressly set forth herein.

3.2 Customer Data. Customer owns and retain all rights, title and interest in any data, information or

material originated by Customer or that Customer provides in the course of using the Subscription Services (“**Customer Data**”). Customer will be solely responsible for the quality, content, legality and use of Customer Data, including the means by which Customer Data is acquired and transferred by Customer or its Users outside of the Subscription Services.

4. Professional Services. From time to time, Customer may request, through provision of an executed Exhibit(s) in the form required by Grazitti, that Grazitti, or its duly authorized representative perform professional services (“**Professional Services**”). Customer shall be responsible for providing Grazitti’s representatives with access to qualified Customer employees and Customer-controlled software and hardware, and safe access to Customer’s systems/platforms, each as required to allow Grazitti to perform the Professional Services. Grazitti’s representatives will comply with reasonable written rules and regulations of Customer with respect to Customer’s systems/platforms, provided that such rules and regulations are provided to Grazitti sufficiently in advance of the scheduled start date of the Professional Services. All materials and information used or generated by Grazitti in the performance of Professional Services (“**Professional Materials**”), and all intellectual property rights therein, shall be the sole property of Grazitti. Grazitti grants to Customer a perpetual, non-exclusive, non-transferable license, without the right to sublicense and solely for its own business operations, to use and have Users use the Professional Materials provided to Customer under the Agreement, subject to all of the provisions of the Agreement governing the Subscription Services and any Order or Exhibits. The rights to any of Customer’s pre-existing proprietary business information, or results of any compilation thereof, which are used in or result from Professional Services and Professional Materials, shall remain the sole property of Customer. Grazitti has the right to perform and provide the same or similar services and resulting Professional Materials to any third party, exclusive of any data, content, or Confidential Information of Customer provided to Grazitti.

5. Fees; Taxes and Currency; Invoices.

5.1 Fees. Customer will pay all fees set forth in the Order and any fees invoiced pursuant to the Agreement. All fees are non-cancelable and non-refundable, except as expressly specified in the Agreement. Any fees paid pursuant to an Order will not offset any fees due under any other Order.

5.2 Taxes and Currency. All fees are exclusive of, and Customer will be responsible for payment of taxes, levies, duties or similar local, state, provincial, federal or foreign jurisdiction governmental assessments on the Subscription Services. Except as otherwise specified in an Order, all fees due hereunder will be paid in U.S. Dollars.

5.3 Invoices. All amounts are due and payable as specified in the Order. If no payment terms are specified in the applicable Order, payment terms are net thirty (30) days from receipt of invoice. Unpaid undisputed invoices not the subject of a written good faith dispute are subject to a finance charge of

1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.

6. Agreement Term; Termination for Cause; Effect of Termination; Handling Confidential Information Upon Termination

6.1 Agreement Term. The Agreement will commence on the ‘Subscription Start Date’ and will remain in effect until the Subscription Term in all Orders has expired or has otherwise been terminated (the “**Agreement Term**”). Each Subscription Term shall continue in effect for an initial period which is specified in an Order (the “**Initial Term**”). Thereafter, a Subscription Term shall automatically renew as mentioned in the Order (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”). Notwithstanding the foregoing, if immediately following the expiration of the Subscription Term in any Order, the Parties are negotiating a renewal of such Order, the Agreement Term will remain in effect for a reasonable period of time to allow the parties to effect such renewal. Nothing contained herein will extend the Subscription Term set forth in any Order.

6.2 Termination for Cause. Either Party may terminate the Agreement upon written notice if (a) the other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days following receipt of written notice describing the breach; (b) the other Party ceases operation without a successor; or (c) the other Party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within sixty (60) days).

6.3 Effect of Termination. Except as otherwise set forth herein, termination of the Agreement, any subscription, any Order or Exhibit shall not limit either Party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees that have accrued or are otherwise owed by Customer under any Order or Exhibit. The following Sections of the Agreement will survive after termination of the Agreement: Section 2.1, Section 3, Section 4, section 5, section 6, Section 8, Section 9, Section 10, Section 11, and Section 12. Unless the Agreement is terminated by Customer under Section 6.2, no refund shall be due from Grazitti for any unused prepaid fees.

6.4 Handling Confidential Information Upon Termination. Upon termination or expiration of the Agreement, any subscription, any Order or Exhibit, Customer shall (i) cease using the applicable Subscription Services, documentation, and related Confidential Information of Grazitti, and (ii) on request, certify to Grazitti within thirty (30) days that Customer has destroyed, or has returned to Grazitti, documentation, related Confidential Information of Grazitti, and all copies thereof, whether or not modified or merged into other materials. Following termination of the Agreement, and subject to the Subscription Services, each Party will return or destroy the other Party’s Confidential Information

and within thirty (30) days following the other Party's written request, the other Party shall certify to the requesting Party that it has destroyed or returned to the requesting Party all Confidential Information of the requesting Party, and all copies thereof, whether or not modified or merged into other materials.

7. General Warranty; Subscription Services Warranty; Disclaimer.

7.1 General Warranty. Each Party represents and warrants to the other Party that it has the power and authority to enter into the Agreement.

7.2 Subscription Services Warranty. Grazitti warrants the Subscription Services will (i) perform materially in accordance with the applicable documentation provided by Grazitti; and (ii) be provided in a manner consistent with generally accepted industry standards.

7.3 Disclaimer. Grazitti does not warrant that (i) the Subscription Services will meet Customer's requirements, (ii) the Subscription Services will operate in combination with other hardware, software, systems or data not provided by Grazitti (except as expressly specified in the documentation), (iii) the operation of the Subscription Services will be secure, timely, uninterrupted or error-free, or (iv) all errors in the Subscription Services will be corrected. THE WARRANTIES STATED IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND QUALITY OF SERVICE. NO WARRANTIES SHALL ARISE UNDER THE AGREEMENT FROM COURSE OF DEALING OR USAGE OF TRADE.

8. Indemnification.

8.1 Intellectual Property Indemnity. Grazitti will defend and indemnify Customer against any claim brought against Customer by a third party alleging that the Subscription Services as provided by Grazitti directly infringe the intellectual property rights of the claimant ("IP Claim") and will pay Customer for finally-awarded damages and costs and Grazitti-approved settlements of the claim. Grazitti's obligations to defend or indemnify will not apply to the extent that a claim is based on (i) Customer Data, Customer's or a third party's technology, software, materials, data, or business processes; (ii) a combination of the Subscription Services with non-Grazitti products or services; or (iii) any use of the Subscription Services not in compliance with the Agreement. Grazitti may, in its discretion and at no cost to Customer, (a) modify the Subscription Services to avoid the infringement; or (b) terminate Customer's subscriptions for the affected Subscription Services and refund Customer any related prepaid fees for the remainder of the Subscription Term.

8.2 Customer. Customer will defend and indemnify Grazitti against any claim brought against Grazitti by a third party alleging (i) Customer Data infringes the intellectual property, privacy or other rights of the claimant; or (ii) Customer's use of the Subscription Services, other than as authorized in the Agreement,

violates applicable law or regulations, or infringes the claimant's intellectual property rights, and will pay Grazitti for finally-awarded damages and costs and Customer-approved settlements of the claim.

8.3 Procedure. As a condition to the obligations of the Party who is obligated to provide indemnification (the **"Indemnifying Party"**) under this Section, the Party seeking indemnification (the **"Indemnified Party"**) must (i) promptly give written notice of the claim to the Indemnifying Party (provided that the Indemnifying Party will only be relieved of its obligations if and to the extent that it has been actually prejudiced by the Indemnified Party's failure to give notice as required); (ii) give the Indemnifying Party sole control of any action or such claim or demand and of all negotiations for its settlement or compromise provided that any settlement or compromise which requires any admission of liability, affirmative obligation, any contribution from the Indemnified Party, or other adverse effect that is imposed on/required of the Indemnified Party, must be expressly approved in advance in writing by the Indemnified Party (provided that the Indemnifying Party may not settle any claim unless it unconditionally releases the Indemnified Party of all liability); and (iii) the Indemnifying Party will use all commercially reasonable efforts to cooperate with the Indemnifying Party in a reasonable way and at the Indemnifying Party's expense to facilitate the settlement or defense of such claim or demand.

8.4 Infringing Professional Materials and Subscription Services. Without abrogating or otherwise limiting Grazitti's indemnity obligations set forth in this Section 8 (Indemnification), if an IP Claim has been or may be asserted against Grazitti and/or Customer with respect to the Subscription Services or an Infringing Professional Materials, Grazitti must, at Grazitti's choice and expense: (i) procure the right for Customer to continue using the Subscription Services or Infringing Professional Materials under the terms set forth in the Agreement; or (ii) replace or modify the Subscription Services or the Infringing Professional Materials to eliminate the alleged infringement while providing substantially equivalent quality; or (iii) if the performance under subsections (i) and (ii) are not possible, refund all related prepaid fees to the Subscription Services, the Professional Materials and/or related Professional Services for the remainder of the Subscription Term.

9. Limitation of Liability.

9.1 Grazitti's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Customer up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the Subscription Services or Professional Materials that are the subject of the claim, regardless of the basis of the claim. Grazitti will not be liable under any contract, tort, negligence, strict liability or other theory (i) for error or interruption of use, inaccuracy or cost of procurement of substitute goods, service or technology, or loss of business or data; (ii) for any indirect, exemplary, lost profits, lost revenue, incidental, special or consequential damages; (iii) for any matter beyond its reasonable control, even if such Party has been advised of the possibility of such loss or damage. These limitations apply collectively to Grazitti, its affiliates, contractors, subprocessors, and suppliers.

9.2 The following amounts are not subject to the above cap: i) third party payments referred to in Section 9.3 below, and ii) damages that cannot be limited under applicable law.

9.3 If a third party asserts a claim against Customer that the Subscription Services or Professional Materials acquired under the Agreement infringes the intellectual property rights of the claimant, Grazitti will defend Customer against that claim and pay amounts finally awarded by a court against Customer or included in a settlement approved by Grazitti.

10. Confidential Information.

10.1 Confidential Information. Each Party (the “**Recipient**”) understands that the other Party (the “**Discloser**”) may, during the Agreement Term and in connection with the Subscription Services and/or the Professional Services, disclose nonpublic information relating to the Discloser's business that is designated as confidential during the time of disclosure (“**Confidential Information**”). “Confidential Information” will include (i) all information marked as “**Confidential**,” “**Proprietary**,” or similar legend by the Discloser when given to the Recipient; (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary, and (iii) means all information communicated whether in oral, written, graphic, in non-tangible form, or electronic form, including but not limited to data, software, know-how and any and all subject matter (whether patentable or not) pertaining to a Party's research, inventions, development, materials, technology, trade secrets, work in process, business plans, scientific, engineering and/or manufacturing processes, present or future product plans, pricing, sales, customer lists, investor and contractual relationships in connection with the services of a Party. The Recipient agrees (i) use the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and protect the confidentiality of all information communicated to it by the Discloser; and (ii) only disseminate Confidential Information to those of its and its affiliates employees, officers, directors, advisors, consultants, accountants, counsel and agents (“**Representatives**”) with a need to know such Confidential Information and need access for purposes consistent with the Agreement and Recipient represents, warrants and covenants that all such Representatives will be informed of its confidential nature and cause them to maintain the confidentiality thereof, the Agreement and who are bound to confidentiality terms with Recipient containing protections no less stringent than those herein and the Recipient will be liable to the Discloser for any breach by its Representatives of such obligations.

10.2 Exclusions. Notwithstanding anything contained herein to the contrary, the term “**Confidential Information**” will not include information which: (i) was or becomes generally available to the public other than as a result of disclosure by the Recipient or its Representatives in violation of the Agreement; (ii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time

it was communicated to Recipient by Discloser as evidenced by its written records; (iii) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (iv) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. If the Recipient is required to disclose Confidential Information in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either Party under the Agreement, it will give prior written notice to the Discloser (to the extent legally permitted) promptly upon receipt of notice of the required disclosure and will make no disclosure in excess of such required disclosure and will provide reasonable assistance at the Discloser's cost to contest the Discloser. Both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure. Immediately upon the written request by the Discloser at any time, the Recipient will return to the Discloser all Confidential Information and all documents or media containing any such Confidential Information and any and all copies or extracts thereof, save that where such Confidential Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

10.3 Remedies. Each Party acknowledges that any actual or threatened breach of Confidentiality in the Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek specific performance and injunctive relief under the Agreement with respect to such breach or threatened breach as well as such further relief as may be granted by a court of competent jurisdiction.

11. Data Protection and Privacy Compliance. In providing the Subscription Services, and in performing the Professional Services, and providing the Professional Materials, each Party will comply with all applicable laws including data protection and privacy laws. Each Party represents and warrants that: (i) it has complied with all applicable laws in the collection and/or processing of any personally identifiable information (personal data) that is related to the Subscription Services, the Professional Services, and the Professional Materials in the Agreement; (ii) it has all rights necessary to transfer any personally identifiable information that is related to the Subscription Services, the Professional Services, and the Professional Materials in the Agreement to the other Party; and (iii) it has obtained valid legal consent in the collection of any personally identifiable information that is related to the Subscription Services, the Professional Services, and the Professional Materials in the Agreement to entitle the other Party to use such personally identifiable information for their own purposes as it relates to the Subscription Services, the Professional Services, and the Professional Materials in the Agreement.

12. General Terms.

12.1 Notice. Grazitti may give general notices for Subscription Services applicable to all customers by means of a notice on the Subscription Services web portal. Specific notices applicable to Users of the

Subscription Services, technical support, system security, and other account notices will be given by electronic mail to Customer's email address on record in Grazitti's account information. All legal or dispute-related notices will be sent by first class mail or express delivery, if to Grazitti, attention Legal Department and if to Customer, to Customer's account representative and address on record in Grazitti's account information or such other addresses as either Party may designate in writing from time to time.

12.2 Force Majeure. Neither Party will be responsible for failure or delay of performance if caused by an act of nature, flood or other natural disasters, riot, fire, judicial or governmental action, war, lockouts, epidemic, pandemic or health emergency, hostility or sabotage; an electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including the denial or cancellation of any export or other license); or other events outside the reasonable control of the obligated Party (a "**Force Majeure Event**"). The Party experiencing the Force Majeure Event will be excused from performance to the extent that it is prevented, hindered, or delayed by such causes. Each Party agrees to give the other notice as soon as possible of the existence of a Force Majeure Event affecting the Party's performance and to give notice of the termination of the Force Majeure Event and the ability to continue performance under the Agreement.

12.3 Governing Law and Dispute Resolution.

(a) The Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles.

(b) In case of any dispute or difference whatsoever arising dispute between the Parties which cannot be amicably resolved through negotiations within thirty (30) days from the first date that a Party notifies the other of such dispute arising out of or in connection with the Agreement, the dispute shall be submitted, by either Party, to binding arbitration. The arbitration shall be conducted by a sole arbitrator, mutually appointed by the Parties or by the competent court. And shall be conducted in accordance with the provisions of the American Arbitration Association (AAA). The arbitration proceedings shall be conducted in the English language. Notwithstanding the foregoing, the Parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, without breach of this arbitration provision. Each party will bear the expense of its own representative and common expenses will be divided equally.

12.4 Local Laws and Export Control. Customer acknowledges and agrees that the Subscription Services shall not be used, and none of the underlying information, Subscription Services, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the

Subscription Services, Customer represents and warrants that the Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to comply strictly with all applicable export laws and assumes sole responsibility for obtaining any necessary licenses to export or re-export.

12.5 Entire Agreement. The Agreement represents the Parties' entire understanding relating to the terms of the EUSA and supersedes any prior or contemporaneous agreements or understandings regarding the terms of the EUSA. In the event of any conflict between this EUSA and an Order, this EUSA shall control unless the Order specifically references the provision of this EUSA that is to be superseded or otherwise modified by such Order and includes specific language regarding the Parties' intent to supersede and/or modify such EUSA provision.

12.6 Standard Terms of Customer. No terms, provisions or conditions of any purchase Order, acknowledgment or other business form Customer may use in connection with the acquisition of Subscription Services will affect the rights, duties or obligations of the Parties hereunder, or otherwise modify the Agreement, regardless of any failure of Grazitti to object to such terms, provisions or conditions.

12.7 Severability. In the event any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement will remain in full force. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to any applicable law or regulation, the Parties agree that such provision will be construed so that it can be found lawful to the fullest extent possible and the remaining provisions of the Agreement will remain in full force and effect. If such provision cannot be construed in a fashion that is lawful or is otherwise found void, then the Parties agree that the remaining provisions of the Agreement will continue in full force and effect as if said void provision never existed and as long as the removal of such void provision does not alter the intent of the Parties, including the economics of the Agreement.

12.8 Assignment. No joint venture, partnership, employment, or agency relationship exists between Grazitti and Customer as a result of the Agreement or use of the Subscription Services. The Agreement and any rights or obligations hereunder may not be assigned, sub-licensed or otherwise transferred by the Parties without the prior written approval of the non-assigning Party, except that either Party may assign or transfer the Agreement in connection with a merger, consolidation, reorganization, or acquisition of all or substantially all of the assets of the assigning company (other than to a direct competitor of the non-assigning Party and provided that the assignee agrees in writing to be bound by all terms and conditions of the Agreement) by providing the non-assigning Party with prompt written notice of assignment. Any purported assignment in violation of this section will be void. The Agreement will be binding on each Party's successors and permitted assigns.