LIMITED PARTNERSHIP AGREEMENT OF ROSCOMMON ANALYTICS PARTICIPATION LP

Dated as of December 28, 2017

This Limited Partnership Agreement (this "<u>Agreement</u>") of ROSCOMMON ANALYTICS PARTICIPATION LP (the "<u>Partnership</u>") is made and entered into as of the date set forth above by and among Roscommon Analytics Holdings LLC, a Delaware limited liability company, as general partner (the "<u>General Partner</u>"), Kevin M. Kelley (the "<u>Initial Limited Partner</u>") and each Person as may be admitted to the Partnership as a limited partner (each, a "<u>Limited Partner</u>" and, together, the "<u>Limited Partners</u>") and shall hereafter govern the Partnership. The General Partner and the Limited Partners are collectively referred to as the "<u>Partners</u>". "<u>Person</u>" means a natural person, corporation, general or limited partnership, limited liability company, unincorporated association, joint venture, trust, state or any other entity or any governmental agency or political subdivision thereof.

RECITALS

WHEREAS, the Partnership was formed as a limited partnership under the Delaware Revised Uniform Limited Partnership Act, 6 Del. C. §§ 17-101, *et seq.*, as amended from time to time (the "Act"), by the filing of the certificate of limited partnership of the Partnership (the "Certificate of Limited Partnership") with the Office of the Secretary of State of the State of Delaware on December 28, 2017;

WHEREAS, the parties hereto wish the Partnership to be governed by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein made, the parties hereto agree as follows.

Section 1. <u>Partnership Name and Address</u>. The name of the Partnership is "Roscommon Analytics Participation LP". The principal office of the Partnership is located at 5120 Woodway Dr., Suite 7001, Houston, TX 77056, or at such other location as the General Partner in the future may designate. The General Partner shall promptly notify the Limited Partners of any change in the Partnership's address.

Section 2. <u>Registered Agent and Registered Office</u>. The registered agent for the Partnership is The Corporation Trust Company. The address of the registered office of Partnership in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, New Castle County, Wilmington, DE 19801.

Section 3. Purpose and Powers of the Partnership.

- (a) The Partnership is organized for the purpose of engaging in any and all activities that a Delaware limited partnership is permitted to engage under the Act and all applicable laws.
- (b) The Partnership shall have the power to engage in all actions, proceedings, activities and transactions that the General Partner may deem necessary or advisable in connection with the foregoing purpose.

Section 4. <u>Management</u>.

- (a) Subject to the terms and conditions of this Agreement, the General Partner shall have full, exclusive and complete discretion in the management and control of the business and affairs of the Partnership, shall make all decisions regarding the business of the Partnership, and shall have all of the rights, powers and obligations of a general partner of a limited partnership under the laws of the State of Delaware. Except as otherwise expressly provided in this Agreement, the General Partner is hereby granted the right, power and authority to do on behalf of the Partnership all things which, in the General Partner's sole discretion, are necessary or appropriate to manage the Partnership's affairs and fulfill the purposes of the Partnership.
- (b) Except as authorized by the General Partner, the Limited Partners, in their capacities as such, shall not take part in the management or control of the Partnership, transact any business in the Partnership's name or have the power to sign documents for or otherwise bind the Partnership. The Limited Partners hereby consent to the exercise by the General Partner of the powers conferred on it by this Agreement.

Section 5. Investments in the Fund; Capital Contributions.

- (a) Except as otherwise determined by the General Partner, the Partnership will invest substantially all of the capital contributions made by Limited Partners to acquire limited partnership interests in Roscommon Analytics Fund LP (the "Fund").
- (b) The Partnership shall bear its own expenses and its pro rata share of the Fund's expenses. All such expenses borne by the Partnership, other than any expenses that the General Partner determines in its sole discretion should be allocated to a particular Partner or Partners, will be debited to all of the capital accounts on a pro rata basis in accordance with their Partnership Percentages. To the extent that expenses to be borne by the Partnership are paid by the General Partner, the Partnership shall reimburse the General Partner for such expenses. "Partnership Percentage" means, with respect to each Partner's capital account, as of any date of determination, the result (expressed as a percentage) of the balance of such capital account as of such date divided by the aggregate balances of the capital accounts of all Partners as of such date. The sum of the Partnership Percentages of all capital accounts on any date shall equal 100 percent.

- (c) Each Partner has paid or conveyed by way of contribution to the Partnership cash having an aggregate value as set forth in the Partnership's books and records. Additional capital contributions may be made by Partners only in accordance with the provisions of this Section 5.
- (d) With the prior consent of the General Partner, which may be given or withheld in its sole discretion, each Limited Partner may make additional capital contributions to the Partnership in cash (i) once per calendar year on a day selected by the General Partner in either January or February of such year or (ii) at such other times selected by the General Partner
- (e) The General Partner may make capital contributions to the Partnership in cash at such times as it may determine.
- (f) The General Partner shall record on the books and records of the Partnership each Partner's capital contributions to the Partnership and any Partner's withdrawal from its capital account.
- Section 6. <u>Term.</u> The term of the Partnership began on the date the Certificate of Limited Partnership of the Partnership was filed, and shall continue until cancellation of the Certificate of Limited Partnership of the Partnership in accordance with this Agreement.
- Section 7. <u>Dissolution</u>. (a) There shall be a dissolution of the Partnership and its affairs shall be wound up upon the first to occur of any of the following events:
 - (i) a determination by the General Partner that the Partnership should be dissolved;
 - (ii) at any time there are no Limited Partners, unless the business of the Partnership is continued in accordance with the Act;
 - (iii)any event that results in the General Partner ceasing to be a general partner of the Partnership under the Act; *provided*, that the Partnership shall not be dissolved and required to be wound up in connection with any such event if (A) at the time of the occurrence of such event there is at least one remaining general partner of the Partnership who is hereby authorized to and does carry on the business of the Partnership, or (B) within 90 days after the occurrence of such event, the Limited Partners holding an aggregate Partnership Percentages of at least 51% agree in writing or vote to continue the business of the Partnership and to the appointment, effective as of the date of such event, if required, of one or more additional general partners of the Partnership; or
 - (iv) the entry of a decree of judicial dissolution under Section 17-802 of the Act.

- (b) Upon a determination to dissolve the Partnership, withdrawal requests and distributions in respect of pending withdrawals may not be made.
- Section 8. <u>Winding Up.</u> Upon the dissolution of the Partnership, the General Partner shall proceed with the liquidation and distribution of the assets of the Partnership, and upon completion of the winding up of the Partnership shall have the authority to, and shall execute and file a certificate of cancellation of the Certificate of Limited Partnership of the Partnership and such other documents required to effect and evidence the dissolution and termination of the Partnership. Before the distribution of all the assets of the Partnership, the business of the Partnership and the affairs of the Partners, as such, shall continue to be governed by this Agreement. Dissolution, payment of creditors and distributions to existing and former Partners shall be effected in accordance with the Act.

Section 9. <u>Capital Accounts; Allocations and Certain Tax Matters.</u>

(a) <u>General</u>. The Partners intend that the Partnership be treated as a partnership for U.S. federal tax purposes. The Partnership shall maintain a capital account for each Partner pursuant to the principles of Section 704(b) and 704(c) of the Internal Revenue Code of 1986, as amended (the "<u>Internal Revenue Code</u>"), and the Treasury Regulations promulgated thereunder. The capital account of each Partner shall be in an amount equal to its initial capital contribution, adjusted from time to time for additional contributions, withdrawals, allocations of appreciation and depreciation, income and loss and other appropriate items.

(b) Allocations.

- (i) The Partnership's income and loss shall be allocated to the Partners' capital accounts *pro rata* based on the Partnership Percentages, subject to the requirements of Section 9(a); provided, however, that the General Partner may also adjust the allocations to the extent it determines, in its sole discretion, such adjustment to be necessary or desirable in order to properly reflect the economic arrangement of the Partners or to otherwise avoid an inequitable or onerous result for any Partner. The Partnership shall specially allocate items of income and gain when and to the extent required to satisfy the "qualified income offset" requirement within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(d).
- (ii) Allocations for U.S. federal income tax purposes shall be made to the Partners in a manner similar to the allocations under Section 9(b)(i).
- (iii)A Partner has no rights to income and loss of the Partnership other than those rights provided in this Agreement or in a separate written instrument executed by the Partnership and such Partner.
- (c) <u>Determination by the General Partner of Certain Matters</u>. All matters concerning valuations and the allocation of taxable income, deductions, credits, net income and net losses of the Partners, including taxes thereon and accounting procedures, not

expressly provided for by the terms of this Agreement, shall be determined by the General Partner

- (d) <u>Filing of Tax Returns</u>. The General Partner or its designated agent, at the Partnership's expense, shall prepare and file, or cause the accountants of the Partnership to prepare and file, a U.S. federal information tax return in compliance with Section 6031 of the Internal Revenue Code and any required state and local income tax and information returns for each tax year of the Partnership.
- (e) Reports to Partners and Former Partners. Within 120 days of the end of each tax year of the Partnership or as soon as reasonably practicable thereafter, the Partnership shall prepare and make available, or cause its accountants to prepare and make available, to each Partner and, to the extent necessary, to each former Partner (or its legal representatives), a report setting forth in sufficient detail such information as shall enable such Partner or former Partner (or such Partner's legal representatives) to prepare its U.S. federal income tax return in accordance with the laws, rules and regulations then prevailing.
- Tax Matters Partner; Partnership Representative; Tax Audits; Related Matters. The General Partner, or such person as may be designated in accordance with law by the General Partner in its sole discretion (the General Partner and/or such other person, the "Tax Matters Partner") shall be designated, as the "tax matters partner" of the Partnership for purposes of Section 6231(a)(7) of the Internal Revenue Code. If the Partnership shall be the subject of an income tax audit by any U.S. federal, state or local authority, to the extent the Partnership is treated as an entity for purposes of such audit, including administrative settlement and judicial review, the Tax Matters Partner shall be authorized to act for, and its decision shall be final and binding upon, the Partnership and each Partner thereof. The Tax Matters Partner shall have the authority to make, or cause to be made, all relevant decisions and elections, including, with respect to audits relating to tax returns filed for taxable years beginning after 2017, an election under Section 6226 of the Internal Revenue Code, and, if applicable, an election under Section 6221(b) of the Internal Revenue Code, as then in effect, and any similar elections under state and local law. All expenses incurred in connection with any such audit, investigation, settlement or review shall be borne by the Partnership. The tax audit provisions of the Internal Revenue Code have been amended with respect to taxable years beginning after December 31, 2017. For such years, the following provisions apply Any reference in this Agreement to the tax matters partner within the meaning of unamended section 6231(a)(7) of the Internal Revenue Code shall be a reference to the partnership representative within the meaning of amended section 6223(a) of the Internal Revenue Code. Any "imputed underpayment", within the meaning of amended section 6225(a)(1) of the Internal Revenue Code, together with interest and penalties thereon, paid by the Partnership with respect to a distributive share of Partnership items of income, deduction and the like may be recovered, including by way of offsets against distributions, by the Partnership from the person or persons to whom such distributive share is directly or indirectly allocable, and from heirs, successors and assigns of such person or persons. The partnership representative may, in its absolute discretion, cause the Partnership to make the elections provided in amended Sections 6221(b) or 6226(a)(1) of the Internal Revenue Code that amended section 6225 of the Internal Revenue Code not apply with

respect to an adjustment. The foregoing principles apply with respect to similar provisions of state, local or foreign income tax law relating to partnership tax audits.

(g) <u>Partner Tax Basis</u>. Upon request of the General Partner, each Partner agrees to provide to the General Partner information regarding its adjusted tax basis in its interest in the Partnership along with documentation substantiating such amount.

Section 10. Distributions.

- (a) <u>General</u>. No Partner shall be entitled to receive distributions from the Partnership, except as determined by the General Partner in its sole discretion. Any distribution made to the Partners shall be made at the times, in a manner and in the aggregate amounts determined by the General Partner in its sole discretion, in accordance with the Partnership Percentages of the Partners unless a Partner is withdrawing from the Partnership.
- (b) Withholding Tax. The General Partner may withhold and pay over to the U.S. Internal Revenue Service or any other relevant taxing authority such amounts as the Partnership is required to withhold or pay over, pursuant to the Internal Revenue Code or any other applicable law, on account of a Partner's distributive share of the Partnership's items of gross income, income or gain or share of gross sale or disposition proceeds. For purposes of this Agreement, any taxes so withheld or paid over by the Partnership with respect to a Partner's distributive share of the Partnership's gross income, income or gain or share of gross sale or disposition proceeds shall be deemed to be a distribution or payment to such Partner, reducing the amount otherwise distributable to such Partner pursuant to this Agreement and reducing the capital account of such Partner. If the amount of such taxes is greater than any such distributable amounts, then such Partner and any successor to such Partner's interest in the Partnership shall pay the amount of such excess to the Partnership, as a contribution to the capital of the Partnership.
- Section 11. <u>Assignability of Interest</u>. Without the prior written consent of the General Partner, which may be withheld in its sole discretion, a Partner may not (i) pledge, assign, hypothecate, sell, exchange, reference under a derivatives contract or any other arrangement, transfer directly, indirectly or synthetically to a beneficial owner or other Persons different from such Partner or otherwise dispose of its interest in the Partnership, in whole or in part, to any Person except by operation of law, or (ii) substitute for itself as a Partner any other Person. Any attempted pledge, transfer, assignment or substitution not made in accordance with this Agreement shall be void.
- Section 12. <u>New Partners</u>. The General Partner may at any time admit one or more new Partners on such terms as it may determine in its sole discretion. The Initial Limited Partner hereby withdraws from the Partnership effective as of the admission of any other Limited Partner and, thereafter, shall have no further rights, responsibilities or obligations under or in respect of this Agreement.
- Section 13. <u>Partnership Interests; Certificates</u>. The Partnership will not issue any certificates to evidence ownership of the limited partnership interests.

Section 14. Withdrawal; Compulsory Withdrawal.

- (a) Except as otherwise permitted by the General Partner, each Partner may make a withdrawal (in whole or in part) from its capital account once per calendar year as of December 31st of such calendar year upon delivery of a written notice to the General Partner on or prior to October 15th of such calendar year. Except as set forth in this Section 14(a), a Limited Partner may withdraw as a Partner or make withdrawals from its capital account only with the consent of the General Partner.
- (b) The General Partner may require a compulsory withdrawal of all or any part of the limited partnership interest of any Limited Partner at any time for any reason or no reason by written notice. The Partner receiving such notice shall be treated for all purposes and in all respects as a Partner who has requested a withdrawal under Section 14(a).
- (c) The effective date of any withdrawal of a Limited Partner (the "Withdrawal Date") shall be determined by the General Partner.

Section 15. Payments to Withdrawing Partners.

- (a) The Partnership shall pay all amounts payable to a Partner (or the legal representative of a Partner that has withdrawn due to the death, disability, incapacity, adjudication of incompetency, termination, bankruptcy, insolvency or dissolution of such Partner) in connection with a withdrawal of such Partner from the Partnership in accordance with this Section 15 (any such amount, a "Withdrawal Payment"). In connection with any such withdrawal, the Partnership will effect a withdrawal of a portion of its interest in the Fund and the Partnership's Withdrawal Payment shall be calculated using the value of the withdrawing Partner's capital account on the date of withdrawal, which in turn will largely be dependent on the value of the Partnership's interest in the Fund as of such date of withdrawal and allocated to the withdrawing Partner's capital account.
- (b) Unless otherwise expressly consented to by the General Partner in writing, to the extent a Partner has made a withdrawal of all of its capital account, a withdrawn Partner shall not be entitled to any further allocation of any other net income in which the Partner would otherwise thereafter have shared and all rights of a withdrawing Partner hereunder shall cease as of the Withdrawal Date except for the right to receive payment of the applicable Withdrawal Payment.
- Section 16. <u>Limited Liability</u>. A Limited Partner shall not be liable for the Partnership's obligations in any amount in excess of the capital contributed by such Partner, plus such Partner's share of undistributed profits and assets.

Section 17. <u>Exculpation</u>.

(a) None of the General Partner, the Limited Partners, their respective Affiliates and members, partners, officers, employees and legal representatives (e.g., executors, guardians and trustees) of any of them, including Persons formerly serving in such capacities (each, an "Indemnified Party"), shall be liable to any Partner or the Partnership for any costs,

losses, claims, damages, liabilities, expenses (including reasonable legal and other professional fees and disbursements), judgments, fines or settlements (collectively, "Indemnified Losses") arising out of, related to or in connection with any act or omission of such Indemnified Party taken, or omitted to be taken, in connection with the Partnership or this Agreement, except for any Indemnified Losses arising out of, related to or in connection with any act or omission that is found by a court of competent jurisdiction upon entry of a final judgment rendered and unappealable or not timely appealed ("Judicially Determined") to be primarily attributable to the bad faith, gross negligence, willful misconduct or fraud of such Indemnified Party. In addition, no Indemnified Party shall be liable to any Partner or the Partnership for any Indemnified Losses arising out of, related to or in connection with any act or omission taken, or omitted to be taken, by any broker or agent of the Partnership if such broker or agent was selected, engaged or retained by such Indemnified Party directly or on behalf of the Partnership in accordance with the standard of care set forth above. Any Indemnified Party may consult with counsel, accountants, investment bankers, financial advisers, appraisers and other specialized, reputable, professional consultants in respect of affairs of the Partnership and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such Persons; provided, that such Persons shall have been selected in accordance with the standard of care set forth above.

(b) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 17 shall not be construed so as to provide for the exculpation of any Indemnified Party for any liability (including liability under Federal securities laws which, under certain circumstances, impose liability even on Persons that act in good faith), to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Section 17 to the fullest extent permitted by law.

Section 18. Indemnification.

To the fullest extent permitted by law, the Partnership shall (a) indemnify and hold harmless each Indemnified Party from and against any and all Indemnified Losses suffered or sustained by such Indemnified Party by reason of any act, omission or alleged act or omission arising out of, related to or in connection with the Partnership or this Agreement, or any and all claims, demands, actions, suits or proceedings (civil, criminal, administrative or investigative, which includes formal and informal inquiries and "sweep" examinations in connection with the Partnership's investment activity), actual or threatened, in which an Indemnified Party may be involved, as a party or otherwise, arising out of or in connection with such Indemnified Party's service to or on behalf of, or management of the affairs or assets of, the Partnership, or which relate to the Partnership (each, a "Proceeding") except for any Indemnified Losses that are Judicially Determined to be primarily attributable to the bad faith, gross negligence, willful misconduct or fraud of such Indemnified Party. The Partnership shall also indemnify and hold harmless each Indemnified Party from and against any and all Indemnified Losses suffered or sustained by such Indemnified Party by reason of any acts, omissions or alleged acts or omissions of any broker or agent of the Partnership; provided, that such broker or agent was selected, engaged or retained by such Indemnified Party directly or on behalf of the Partnership in accordance with the standard of care set forth above. The termination of a

Proceeding by settlement or upon a plea of *nolo contendere*, or its equivalent, shall not, of itself, create a presumption that such Indemnified Party's acts, omissions or alleged acts or omissions were primarily attributable to the bad faith, gross negligence, willful misconduct or fraud of such Indemnified Party. Expenses (including legal and other professional fees and disbursements) incurred in any Proceeding may, with the consent of the General Partner in its sole discretion, be paid by the Partnership on behalf of an Indemnified Party in advance of the final disposition of such Proceeding if such Indemnified Party agrees in writing to repay to the Partnership any such amount advanced by the Partnership if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified by the Partnership as authorized hereunder.

(b) Notwithstanding any of the foregoing to the contrary, the provisions of this Section 18 shall not be construed so as to provide for the indemnification of an Indemnified Party for any liability (including liability under Federal securities laws which, under certain circumstances, impose liability even on Persons that act in good faith), to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but shall be construed so as to effectuate the provisions of this Section 18 to the fullest extent permitted by law.

Section 19. <u>Covenant of Confidentiality</u>.

(a) With respect to each Limited Partner, prior to the withdrawal of such Limited Partner from the Partnership, and thereafter without limitation of time, such Limited Partner shall not knowingly divulge, furnish, or make available to any third Person, without the prior written consent of the General Partner, any Confidential Information, except in the ordinary course of such Limited Partner's responsibilities with the Partnership (if any) and except as otherwise required by any regulatory authority, law or regulation, or by legal process. If a Limited Partner receives a request to disclose any Confidential Information, such Limited Partner shall promptly notify the General Partner, in writing, in order to permit the Partnership or the applicable Company Entity to seek a protective order or take other appropriate action. Such Limited Partner shall also cooperate with all efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded the Confidential Information, provided such cooperation does not violate any law or legal process. If, in the absence of a protective order, a Limited Partner is compelled as a matter of law to disclose Confidential Information, the Limited Partner may disclose to the party compelling such disclosure only that part of the Confidential Information that is required by law to be disclosed (in which case, to the extent permitted by law or legal process, prior to such disclosure, such Limited Partner shall advise and consult with the General Partner and counsel as to such disclosure and the nature and wording of such disclosure), and such Limited Partner shall use best efforts to obtain confidential treatment therefor. Notwithstanding the foregoing, each Limited Partner (and each employee, representative, or other agent of such Limited Partner) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of (i) the Partnership and (ii) any of its transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to the Limited Partner relating to such tax treatment and tax structure, it being understood that "tax treatment" and "tax structure" do not include the name or the identifying information of (i) the Partnership or (ii) the parties to a transaction.

- (b) "Affiliate" means, with respect to any specified Person, any Person that directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such specified Person. For purposes of this definition, "control" (including "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.
- (c) "Confidential Information" means any non-public information concerning any Company Entity or any of its clients, or any business of the foregoing, and shall include, without limitation, information concerning any of their operations, administration, personnel, personnel history, systems, services, marketing, financial affairs, investment and trading performance, philosophies, strategies and techniques, structure, products, product development, technology, valuation models and analysis, credit files, risk management tools, portfolio composition, trading parameters and risk limits, and clients and investors and client and investor lists (including, without limitation, the identity of clients or investors, names, addresses, contact persons and the client or investors' business or investment status, strategies or needs).
- (d) "<u>Company Entities</u>" means (1) the Partnership, (2) the General Partner, (3) Roscommon Analytics LLC, (4) Roscommon Analytics Master Fund LP, (5) Roscommon Analytics Fund LP, (6) Roscommon Analytics Holdings LLC, (7) Roscommon Analytics GP LLC, (8) any investment fund (or a feeder fund to an investment fund) that is managed by Roscommon Analytics LLC or an Affiliate of Roscommon Analytics LLC and (9) any Affiliate of the foregoing.

Partnership Property. Each Limited Partner acknowledges that all Section 20. property, originals and copies of materials, records and documents (including materials maintained electronically) generated by such Limited Partner or coming into such Limited Partner's possession or under such Limited Partner's control in its capacity as a Limited Partner or an officer of the Partnership or in the course of such Limited Partner's involvement with the business activities of the Company Entities, including but not limited to the Confidential Information, are the sole and exclusive property of the Partnership. Upon a withdrawal of a Limited Partner from the Partnership for any reason, or upon the request of the Partnership at any time, such Limited Partner will promptly deliver all copies of such materials to the Partnership. At no time will a Limited Partner remove or cause to be removed from the premises of the Partnership any record, file, memorandum, document, equipment or other item relating to the business of the Company Entities, including but not limited to any computer data related to the foregoing, except in furtherance of such Limited Partners' duties to the Partnership in its capacity as a Limited Partner or an officer of the Partnership or in the course of such Limited Partner's involvement with the business activities of the Company Entities.

Section 21. <u>Non-Disparagement</u>. Each Limited Partner agrees that it shall not at any time make, publish or communicate to any person or entity, any Disparaging remarks, comments or statements concerning the Company Entities or their partners, members or employees. "<u>Disparaging</u>" remarks, comments or statements are those that impugn the character,

honesty, integrity, morality, business acumen or abilities of the individual or entity being disparaged.

Section 22. Remedy for Breach. Each Limited Partner hereby acknowledges that the provisions of Section 19, Section 20, Section 21 and Section 21 are reasonable and necessary for the protection of the Company Entities. Each Limited Partner further acknowledges that the Company Entities will be irreparably harmed if such covenants are not specifically enforced. Accordingly, each Limited Partner agrees that, in addition to any other relief to which any Company Entity may be entitled, including claims for damages, each Company Entity shall be entitled to seek and obtain injunctive relief (without the requirement of any bond) from a court of competent jurisdiction for the purpose of restraining such Limited Partner from an actual or threatened breach of such covenants.

Section 23. <u>Fiscal Year</u>. The fiscal year of the Partnership shall end on December 31 of each year.

Section 24. <u>Sale of Assets; Merger; Liquidation</u>. Upon the consent of the General Partner, the Partnership may (a) sell or otherwise dispose of all or substantially all of its assets; or (b) merge, liquidate, dissolve, reorganize or file for voluntary bankruptcy.

Section 25. <u>No Agency</u>. This Agreement in no respects creates any agency in any of the Partners on behalf of any other of the Partners and shall in no respect be construed, except as explicitly set forth herein, as an authorization for any of the Partners to represent or act on behalf of any of the other Partners.

Section 26. No Third Party Rights. Except for the provisions of Sections 17 and 18, the provisions of this Agreement are not intended to be for the benefit of any creditor or other Person (other than the Partners in their capacities as such) to which any debts, liabilities or obligations are owed by (or who otherwise have a claim against or dealings with) the Partnership or any Partner, and, to the fullest extent permitted by law, no such creditor or other Person shall obtain any rights under any of such provisions (whether as a third party beneficiary or otherwise) or shall by reason of any such provisions have a right to make any claim in respect to any debt, liability or obligation (or otherwise) including any debt, liability or obligation against the Partnership or any Partner.

Section 27. <u>Integration</u>. This Agreement constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

Section 28. <u>Headings</u>. The headings of the Sections of this Agreement are for convenience of reference only, and are not to be considered in construing the terms and provisions of this Agreement. References to "Section" in this Agreement shall be deemed to refer to the indicated Section of this Agreement, unless the context clearly indicates otherwise.

Section 29. <u>Counterparts</u>. Counterparts may be executed through the use of separate signature pages or in any number of counterparts with the same effect as if the parties executing such counterparts had all executed one counterpart; provided, however that, any

Person admitted to the Partnership as a Limited Partner shall be required to execute a counterpart execution page substantially in the form of Exhibit I. Each party understands and agrees that any portable document format (PDF) file, facsimile or other reproduction of its signature on any counterpart shall be equal to and enforceable as its original signature and that any such reproduction shall be a counterpart hereof that is fully enforceable in any court or arbitral panel of competent jurisdiction.

Section 30. <u>Choice of Law.</u> Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be governed by and construed under the laws of the State of Delaware applicable to contracts made and to be entirely performed in such state and, without limitation thereof, that the Act as now adopted or as may be hereafter amended shall govern all partnership aspects of this Agreement.

Section 31. <u>Amendments</u>. This Agreement may be amended only by written instrument executed by the General Partner.

Section 32. <u>Survival</u>. Each Partner agrees that Section 16, Section 17, Section 18, Section 19, Section 20, Section 21, Section 21 and Section 22 shall survive a Limited Partner's withdrawal as a Limited Partner of the Partnership and any termination of this Agreement.

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first set forth above.

GENERAL PARTNER:

ROSCOMMON ANALYTICS HOLDINGS LLC

By:

Name: Kevia M. Kelley
Title: Managing Member

INITIAL LIMITED PARTNER:

Name:

KEVINM. KELLEY

EXHIBIT I

FORM OF COUNTERPART EXECUTION PAGE

LIMITED PARTNERSHIP AGREEMENT OF ROSCOMMON ANALYTICS PARTICIPATION LP

The undersigned, by executing this page, (i) agrees to become a Limited Partner of Roscommon Analytics Participation LP, a Delaware limited partnership, in accordance with the terms and conditions of the Limited Partnership Agreement of Roscommon Analytics Participation LP, dated December 28, 2017, as amended from time to time; and (ii) agrees to be bound by all of the terms, provisions and conditions thereof.

The Limited Partner's name and contact details are as follows:

[NAME] Logan Douglas Graham
[ADDRESS] 4122 Peaceful Pines Ln., Houston, TX, 77080
[TELEPHONE] 3146233403
[EMAIL] lgraham@roscommonanalytics.com; logangrahamphd@gmail.com
SIGNATURE: Loga Douglomb
[NAME OF ENTITY, IF LIMITED PARTNER IS AN ENTITY]
[D ₁
[By:
[Name:] [Title:]
[Logan Douglas Graham
[INSERT NAME OF LIMITED PARTNER HERE IF LIMITED PARTNER IS A NATURAL
PERSON]