

MSPComplete Access Agreement
Last Updated: December 6, 2021

This MSPComplete Access Agreement (the "*Agreement*") is an agreement between BitTitan, Inc., a Texas corporation ("*BitTitan*") and you or the entity you represent, whether you are accessing MSPComplete as an IT Services Provider (including a ITSP Agent) ("*ITSP*") to provide managed services to Clients, or as an end-user customer (including a Customer Agent to perform services for your own organization) ("*Customer User*") (ITSPs and Customer Users are collectively referred to as "*You*" and "*Your*"). This Agreement is dated as of the date of Your acceptance of this Agreement. This Agreement includes, and incorporates by this reference, any Order, any Service Terms and all amendments and addenda to this Agreement. BitTitan and You are sometimes referred to herein collectively as the "*Parties*" and individually as a "*Party*."

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT TERMS THAT AFFECT YOUR USE OF MSPCOMPLETE AND THE SERVICES. By indicating acceptance of this Agreement by registering for an account, via click through or other electronic means offered by BitTitan, or otherwise accessing or using MSPComplete, You hereby agree to be bound by the terms and conditions of this Agreement and all terms incorporated by reference.

Any individual accepting this Agreement on Your behalf represents and warrants that he or she has the authority to bind You to this Agreement.

BitTitan reserves the right to change any of the terms and conditions contained in this Agreement or any Policies (defined below), at any time and in its sole discretion. If BitTitan makes any changes, BitTitan will post the amended Agreement to the Site and update the "Last Updated" date above. BitTitan encourages You to frequently review this Agreement and any other applicable policies and guidelines to ensure You understand the terms and conditions that apply to your use of MSPComplete and Services. In the event You do not agree to the amended terms and conditions contained in this Agreement or any Policies, You must stop using MSPComplete and the Services. BitTitan and You hereby agree as follows:

Section 1. Definitions

Terms used in this Agreement with their initial letters capitalized and not otherwise defined will have the meanings specified in Appendix 1.

Section 2. Your Rights

2.1 Rights to Use MSPComplete as an ITSP. Subject to the terms of this Agreement, BitTitan hereby grants to ITSP a limited, nonexclusive, nontransferable, nonsublicensable, revocable right during the Term to:

- (a) access and use Prescriptive Guidance Services to provide Managed Services to Clients;
- (b) purchase Subscriptions and use Subscription Services to provide Managed Services to Clients;
- (c) purchase and use Premium Services in accordance with any applicable Service Terms to provide Managed Services to Clients;
- (d) distribute the Device Management Agent to Clients in accordance with Section 3.3;
- (e) manage ITSP's Clients, task lists and Managed Services provided to Clients;
- (f) access and use the Device Management Agent and diagnostic and other tools available through MSPComplete to acquire and provide Services, third party service offerings and Managed Services to Clients; and
- (g) permit Administrator to assign rolls and tasks to ITSP Agents and invite and enable ITSP Agents to (i) access and use MSPComplete to provide Managed Services to a Client or Clients and (ii) share Administrator rights with one or more ITSP Agents. Each Administrator and ITSP Agent may access and use MSPComplete only to provide Managed Services to Clients. ITSP is responsible for Administrators' and ITSP Agents' compliance with this Agreement.

2.2 Rights to Use MSPComplete as a Customer User. Subject to the terms of this Agreement, BitTitan hereby grants to each Customer User a limited, nonexclusive, nontransferable, nonsublicensable, revocable right during the Term to:

- (a) access and use Prescriptive Guidance Services to provide Managed Services on Customer User's own behalf solely for Customer User's internal business purposes;
- (b) purchase Subscriptions and use Subscription Services to provide Managed Services on Customer User's own behalf solely for Customer User's internal business purposes;
- (c) purchase and use Premium Services in accordance with any applicable Service Terms to perform Managed Services on Customer User's own behalf solely for Customer User's internal business purposes;

(d) use other functionality of MSPComplete on Customer User's own behalf solely for Customer User's internal business purposes;

(e) access and use the Device Management Agent and diagnostic and other tools available through MSPComplete to acquire additional Services and otherwise utilize MSPComplete and Services on Customer User's own behalf solely for Customer User's internal business purposes; and

(f) permit Administrator to assign rolls and tasks to Customer Agents and invite and enable Customer Agents to (i) access and use MSPComplete to use Services to perform the services enabled by such Services on Customer User's own behalf solely for Customer User's internal business purposes and (ii) share Administrator rights with one or more Customer Agents. Each Administrator and Customer Agent may access and use MSPComplete only to provide Managed Services on Customer User's own behalf solely for Customer User's internal business purposes. Customer User is responsible for Administrators' and Customer Agents' compliance with this Agreement.

2.3 Restrictions; Limitations.

(a) Use Restrictions. You may not use MSPComplete or any Services in any manner or for any purpose other than as expressly permitted by this Agreement. Without limitation of the foregoing, the license granted under this Section 2 does not include or authorize: (i) publicly performing or publicly displaying MSPComplete or any Services; (ii) modifying, disassembling, decompiling, reverse engineering or otherwise making any derivative use of MSPComplete or any Services or using or accessing MSPComplete or any Services to build a competitive product or service; (iii) using any data mining, robots or similar data gathering or extraction methods except as provided by MSPComplete or Services; (iv) downloading (other than page caching) any portion of MSPComplete or any information contained on MSPComplete; (v) performing or disclosing any benchmarking or performance testing of MSPComplete; (vi) using any Client Data other than to provide Managed Services to the Client from which the Client Data was generated, input or collected; (vii) selling, licensing, renting, leasing, assigning, distributing, displaying, hosting, disclosing, outsourcing or otherwise commercially exploiting MSPComplete except as otherwise specifically authorized; or (viii) using MSPComplete or any Services other than for its intended use. During and after the Term, You will not assert, nor authorize, assist or encourage any third party to assert, against any of the BitTitan Parties, any patent infringement or other intellectual property infringement claim regarding MSPComplete or any Service that You or any MSPC User has used. The rights granted under this Section 2 are conditioned on Your continued compliance with this Agreement (including, without limitation Your and Your MSPC

User's compliance with the Policies), and will immediately and automatically terminate if You does not comply with any material term or condition of this Agreement.

(b) Data and Other Limitations. Use of certain Services may be subject to data limits or other usage limits, as specified on the Data and Other Limitations page located at www.bittitan.com/mspcomplete/datalimits.

2.4 Changes to MSPComplete and Services. BitTitan may change MSPComplete from time to time, including but not limited to changing or removing features or functionality of MSPComplete or changing or removing Services from MSPComplete. BitTitan will use reasonable efforts to notify You of any material change to MSPComplete or removal of any material Services.

2.5 Suspension of access to MSPComplete. BitTitan may, in its sole discretion and in addition to any other remedies available to BitTitan, immediately temporarily suspend access to or use of MSPComplete by You or any MSPC User if You or any MSPC User violates any applicable material restriction or obligation in this Agreement or any Policies, or if in BitTitan's reasonable judgment, MSPComplete, any Service or any component thereof is about to suffer a significant threat to security or functionality as a result of Your or any MSPC Users' access to or use of MSPComplete or a Service. BitTitan will provide reasonable notice to You of any such suspension in BitTitan's reasonable discretion based on the nature of the circumstances giving rise to the suspension. BitTitan will use reasonable efforts to re-establish access to MSPComplete or the affected Service promptly after BitTitan determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. BitTitan may terminate this Agreement if any of the foregoing causes of suspension is not cured within thirty (30) days after BitTitan's initial notice thereof. Any suspension or termination by BitTitan under this Section 2.5 will not excuse You from Your obligation to make payment(s) under this Agreement.

2.6 Support. During the Term, BitTitan will provide to you Standard Support or, if applicable, Premium Support.

Section 3. Eligibility; Registration; Service Access and Purchases

3.1 Eligibility. Each Administrator and Service Agent must be at least 18 years old to access or use MSPComplete. You represent and warrant that the Administrator and each Service Agent is not an Excluded Individual.

3.2 Registration. In order to access and use MSPComplete, the Administrator and each Service Agent will need to register through the Site and accept this Agreement. While an Administrator may share Administrator rights with one or more Service Agents,

MSPC Accounts are MSPC User specific and may not be shared or transferred. You will ensure that each MSPC User will: (a) provide accurate, truthful, current and complete information when creating a MSPC Account; (b) maintain and promptly update the MSPC User's MSPC Account information; (c) maintain the security of MSPC User's MSPC Account by not sharing its password with others and restricting access to the MSPC Account and their computer or mobile device; (d) promptly notify You or BitTitan if the MSPC User discovers or otherwise suspect any security breaches related to the MSPC User's MSPC Account; and (e) take responsibility for all activities that occur under a MSPC User's MSPC Account and accept all risks of unauthorized access. Each MSPC User's login password should be chosen carefully and not contain any personal or other information that may be easily guessed by anyone else. Upon termination of the Term of the Agreement, MSPC User's right to access and use MSPCComplete will terminate.

3.3 Service Access and Licenses.

(a) Prescriptive Guidance Services. BitTitan will make Prescriptive Guidance Services available to You through MSPCComplete, subject to the license grants and limitations set forth in Section 2 and any additional Service Terms.

(b) Subscription Services. BitTitan will make Subscription Services available to You through MSPCComplete, subject to the license grants and limitations set forth in Section 2 and any additional Service Terms, which will be available at the time of purchase of a Subscription. You must have one Subscription for each Client Personnel or Customer Personnel for whom You will use the Subscription Services to provide Managed Services. Subscriptions are either annual or a longer period as agreed by the Parties in an Order (each, a "*Subscription Period*"). Each Subscription Period will automatically renew on its anniversary date for a subsequent Subscription Period of the same duration and at the then current Subscription Fees unless You elect not to renew the applicable Subscription at least thirty (30) days prior to the renewal date for that Subscription. You may elect to not renew any of Your Subscriptions by (i) visiting the Subscriptions page of your MSPC Account, selecting the applicable Subscription and clicking the "Disable Renew" button or (ii) sending such notification at least thirty (30) days prior to the end of the then current Subscription Period to Legal@Bittitan.com.

(c) Premium Services. BitTitan will make Premium Services available for purchase and use through MSPCComplete, subject to the license grants and limitations set forth in Section 2 and any applicable Service Terms. You must have a Subscription for each Client Personnel or Customer Personnel for whom You will use the Premium Services to perform Managed Services in order to purchase and use Premium Services. Each Premium Service is governed by Service Terms that supplement this Agreement. Use of

any Services that are or incorporate Third Party Services will be governed by separate terms and conditions that will be accessible at the time of purchase. Service Terms will also be accessible at the time of purchase.

(d) Device Management Agent and Software.

(i) To the extent that any Service requires the Device Management Agent or any other BitTitan Software to be downloaded or deployed into Client's environment or any Client Personnel's machine, You will notify the Client that You will install and use the Device Management Agent or other BitTitan Software and obtain Client's permission to download or deploy the Device Management Agent or other BitTitan Software. Without limiting the foregoing, you will obtain from each Client all legally required consents and authorizations, as required under applicable law, to install automatic updates to the Device Management Agent or other BitTitan Software. You will pass through any license terms provided by BitTitan that apply to the Device Management Agent, including, without limitation, the Device Management Agent EULA, found here <https://www.bittitan.com/legal/device-management-agent-eula/> or other BitTitan Software and will obtain Client's agreement to those terms. If You download the Device Management Agent into Your environment or on any Customer Personnel's machine, You agree to the Device Management Agent EULA and You will pass through the Device Management Agent EULA to the Customer personnel.

(ii) In the event You or any MSPC User receive BitTitan Software from BitTitan or from a third party, Your use is governed by the license terms that are presented to You or the MSPC User that You or the MSPC User must accept in order to use the BitTitan Software. Any BitTitan Software is licensed, not sold. Unless BitTitan notifies You otherwise, the BitTitan Software license terminates when Your license to use MSPComplete terminates. You must then promptly uninstall any BitTitan Software from all of Your and each MSPC Users' computers or devices, or BitTitan may disable it. You must not work around any technical limitations in the BitTitan Software.

(e) Supported Data. The Services do not support all types and forms of Client Data. Information regarding supported Client Data is further detailed in the Documentation and at <https://community.bittitan.com>. You will identify all limitations regarding supported Client Data to Clients prior to using any Services to provide services to the Client.

(f) Client Data.

(i) In connection with MSPComplete and Services, BitTitan will collect Client Data. You hereby instruct and authorize BitTitan to: (1) use Client Data to provide MSPComplete and the Services to You, which may include analyzing the Client Data to provide You

with recommendations about products or services of BitTitan and third parties that may be of interest to Your Clients; and (2) use Client Data in an aggregated or de-identified basis ("*Aggregated Data*") for the purpose of improving MSPComplete and the Services, and to develop new product and service offerings (collectively, the "*Purpose*").

(ii) You are solely responsible for the content of any data or materials that You or MSPC Users use, process, submit, provide to, or make available through, MSPComplete or any Services, including, without limitation, Client Data. Without limiting the generality of the foregoing, You are responsible for: (1) the nature, quality and accuracy of the Client Data, (2) compliance of the Client Data with the Acceptable Use Policy and applicable laws, regulations and ordinances; and (3) any third party claims relating to the Client Data.

(iii) You represent and warrant to BitTitan that: (1) You have all rights in the Client Data necessary to grant the rights contemplated by this Agreement; (2) the storage, use or transmission of the Client Data or use of MSPComplete or any Service by You or any MSPC Users does not violate the Acceptable Use Policy or any applicable laws, regulations or ordinances or this Agreement; (3) providing BitTitan access to any network, computer or communications system, software application, or network or computing device does not violate any agreement or obligation between You and a third party (including a Client) or any applicable laws, regulations or ordinances or this Agreement; and (4) You have provided all legally required notices, and obtained all legally required consents and authorizations, as required under applicable law for BitTitan to collect, use and disclose Client Data in accordance with the terms of this Agreement.

3.4 Refund Policy. Within 15 days of Your purchase of a Subscription or Premium Service, You may request a refund of, and BitTitan will refund to You, the Service Fees you paid for any unused Subscription or Premium Service that You purchased from BitTitan. If You have used any Premium Services or other Services under a Subscription, You are not eligible for a refund. If You purchased your Subscription or Premium Service from a BitTitan authorized distributor or other third party, You must work with the distributor or third party regarding any returns. BitTitan will not refund Subscriptions or Premium Services purchased from distributors or third parties. Any returns for failure of the Subscription, Subscription Services or Premium Service to perform as expected will be covered under Section 9.2.

Section 4. Payments and Taxes

4.1 Subscription Services; Automatic Renewal

(a) Subscription Fees. You will pay BitTitan the subscription fees and other amounts specified in the applicable Order for the number of Subscriptions You Order ("*Subscription Fees*"). You may Order additional Subscriptions at any time. Any discount applicable to your Order will be described in Your Order at the time of checkout.

(b) Payment. Unless otherwise agreed, You will pay Subscription Fees for a full Subscription Period for each Subscription You purchase using the payment card or other payment method You provide at the time You place Your Order for such Subscriptions. Thereafter, You hereby authorize BitTitan to charge the Subscription Fee for each Subscription to the payment card or other payment method You provided on or about the 5th day following the annual renewal of the Subscription Period applicable to the Subscription. If the payment card or other payment method You provided is expired or otherwise cannot be charged, BitTitan may suspend or terminate all of the Subscriptions that cannot be paid for until You provide a valid payment card or other payment method. Your Subscription Fee charges for each Subscription will continue each year unless and until You terminates the Subscription in accordance with Section 3.3(b) of this Agreement. If You purchased a Subscription from a BitTitan authorized distributor, You may use the coupon code You received from the distributor at checkout.

(c) Adding Subscriptions. If You add Subscriptions at any time, the Subscription Periods for each of those Subscriptions will begin on the date of purchase, at which time You will be charged the applicable Subscription Fees, and Your payment card or other payment method You provided will be charged annually thereafter for those Subscriptions, as described above.

4.2 Premium Services

(a) Fees. You will pay BitTitan the fees and other amounts specified in each of Your Orders for the Premium Services ("*Premium Service Fees*").

(b) Payment. Unless otherwise agreed, You will pay for all Premium Service Fees for each Premium Service You purchase at the time You place Your Order for such Premium Services. If You purchased a Premium Service from a BitTitan authorized distributor, You may use the coupon code You received from the distributor at checkout.

4.3 Billing Terms

(a) Availability. Notwithstanding anything to the contrary in this Section 4 of this Agreement, subject to BitTitan's net terms policy, You may request through Your MSPC Account to purchase Subscriptions and Premium Services. from BitTitan on net terms. Upon Your receipt of a written approval from BitTitan (which may be via email), You

may purchase Subscriptions or Premium Services on net terms and pay the applicable Subscription Fees or Premium Service fees in accordance with this Section 4.3.

(b) Payment. BitTitan will issue You invoices for Subscription Fees and Premium Services fees for each Subscription or Premium Service Company purchases within fifteen (15) days after the date of Your Order. Thereafter, BitTitan will issue invoices for the Subscription Fees for each Subscription You purchases within fifteen (15) days after the annual renewal of the Subscription Period for the Subscription. Invoices for the Subscription Fees for Subscriptions will continue to be sent to You each year unless and until You elect not to renew the Subscription as described in Section 3.3(b). You will pay each of BitTitan's invoices within thirty (30) days after Your receipt of the invoice.

(c) General. You will make all payments at the address or account for BitTitan set forth on the applicable invoice. All Subscription Fees and Premium Service Fees payable under this Agreement are denominated in United States Dollars or other acceptable currency identified by BitTitan based on Your "Ship To" address. You will pay all such Subscription Fees and Premium Service Fees in lawful currency of the United States or other acceptable currency identified by BitTitan based on Your "Ship To" address.

(d) Interest. Any Subscription Fees or Premium Service Fees not paid when due will bear interest at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable usury law, whichever is less, computed and compounded daily from the date due until the date paid. Further, in the event of any action by BitTitan to collect any amount not paid when due, You will pay or reimburse BitTitan's costs of collection (including, without limitation, any attorneys' fees and court costs). BitTitan may accept any check or payment in any amount without prejudice to BitTitan's right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere will be construed as an accord or satisfaction.

4.4 Subscription Fees on Suspension or Termination; Refund Policy. In the event BitTitan suspends or terminates You from accessing or using any Services pursuant to the Agreement, You will not be eligible for any refund. If BitTitan suspends You from accessing or using any Services pursuant to this Agreement, You will not be responsible for any future Subscription Fees incurred in an automatic renewal that occurs during the suspension. Within 15 days of Your purchase of a Subscription or Premium Service, Youi may request a refund of, and BitTitan will refund to You, the Service Fees You paid for any unused Subscription or Premium Service that You purchased from BitTitan. If You have used any Premium Services or other Services under a Subscription, You are not eligible for a refund. Any returns for failure of the

Subscription, Subscription Services or Premium Service to perform as expected will be covered under Section 9.2.

4.5 Taxes. Subscription Fees, Premium Service Fees and other amounts payable to BitTitan under this Agreement do not include any sales, use, gross receipts, value added, or other taxes, customs, duties, fees or other charges assessed or imposed by any governmental authority on any Party ("*Taxes*"). You will pay or reimburse BitTitan on demand all such Taxes imposed on any Party (other than taxes imposed on or measured by BitTitan's net income) with respect to any BitTitan Service or measured by any amount payable to BitTitan under this Agreement or provide BitTitan certificates or other evidence of exemption or prior payment of such Taxes. BitTitan will attempt to include applicable Taxes at checkout in jurisdictions in which BitTitan is aware of a duty to collect or pay Taxes. However, Your obligation to pay or reimburse BitTitan for Taxes is not affected by BitTitan's failure to include such Taxes at checkout.

Section 5. Subscription Periods; Term and Termination

5.1 Term. The term of this Agreement will commence on the Effective Date and will continue as long as any Subscription Period is still in effect, unless and until terminated pursuant to Section 2.5 or 5.2 of this Agreement (the "*Term*").

5.2 Termination for Material Breach. If either Party commits a material breach of or default under this Agreement, then the other Party may give notice that the breach or default has occurred (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default, and the action required to cure the breach or default) and that the Term will terminate pursuant to this Section 5.2 if the breach or default is not cured within thirty (30) days after receipt of notice (or such later date as may be specified in such notice). If the specified breach or default is not cured within thirty (30) days after receipt of such notice (or such later date as may be specified in such notice), then the Term will terminate.

5.3 Effect of Termination. In the event of any termination of the Term:

(a) all of Your and each MSPC Users' rights under this Agreement will immediately terminate and all MSPC Users will immediately cease any access or use of MSPCComplete and any Services;

(b) if BitTitan terminates the Term for material breach by You under Section 5.2, then You will remain responsible for all fees that You have incurred through the date of termination and You must pay within thirty (30) days all amounts that have accrued prior to such termination of the Term, as well as all sums remaining unpaid for any Order

under the Agreement for any remaining Subscription Period or otherwise plus related taxes and expenses;

(c) if You are an ITSP, You will reasonably cooperate with BitTitan to transition your Clients to BitTitan or another IT service provider, including, without limitation, providing relevant Client contact information and Client Data to BitTitan or the other IT service provider and You will ensure that Your client will consent to Your sharing of the Client Data and Client's other contact information as described in this section;

(d) BitTitan will have no obligation to maintain any Client Data or to forward any Client Data to You or any third party; and

(e) sections 1, 2.3, 4, 5.3, 6.3, 7, 8.5, 9, 10 and 11 of this Agreement, together with any other provisions that by their nature are intended to survive, will continue to apply in accordance with their terms.

If You terminate the Term for material breach by BitTitan under Section 5.2, then BitTitan will refund to You within thirty (30) days of termination any unused pre-paid fees on a pro rata basis for any remaining Subscription Period following the month in which the termination is effective or any Premium Service Fees paid for Premium Services that You have not yet used.

Section 6. Your Responsibilities.

6.1 Security and Backup. You are responsible for maintaining appropriate security, protection and backup of the Client Data. Please see BitTitan's Security Overview www.bittitan.com/mspcomplete/securityoverview for suggested best practices regarding security, protection and backup of the Client Data. Without limiting BitTitan's obligations elsewhere in this Agreement, BitTitan is not responsible for any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to, or failure to store or encrypt, any Client Data or other data that You submit or use in connection with Your use of MSPComplete or any Services that occurs through any access to or use of an MSPC Account or as a result of Your or any MSPC User's acts or omissions. You will immediately notify BitTitan in writing if You suffer any unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to any Client Data or other data that You submit or use in connection with Your use of MSPComplete or any Services and you will cooperate in all respects with BitTitan to (a) terminate such unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to any Client Data or other data, (b) notify all affected Clients, Client Personnel and Customer Personnel, (c) work with law enforcement and other regulatory authorities to investigate, address and remedy the unauthorized access to, alteration of, or the deletion, destruction, or loss of, or damage to any Client Data or other data.

6.2 MSPC User Violations. You are responsible for any access or use of MSPComplete or Services (including Service and Subscription purchases) under each MSPC User's MSPC Account, including by any Administrator, Service Agents and any third parties that use any MSPC User's MSPC Account. MSPC Users are responsible for any access or use of MSPComplete under the MSPC User's account by any third party. For this Agreement, the acts or omissions of any MSPC User or third party under a MSPC User's MSPC Account are considered the MSPC User's acts or omissions, as applicable.

6.3 Indemnification.

(a) General. You will defend, indemnify, and hold harmless the BitTitan Parties from and against all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) Your or any MSPC User's unauthorized access to or use of MSPComplete including, without limitation, any use of any Services other than as permitted under this Agreement; (b) sales, use, gross receipts, value added, property, or any other taxes or fees assessed or imposed by any governmental authority on BitTitan or any other person with respect to MSPComplete or measured by any amount payable to BitTitan under this Agreement (other than taxes imposed on or measured by BitTitan's net income); or (c) the Client Data or the combination of the Client Data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client Data. If BitTitan is obligated to respond to a third party subpoena or other compulsory legal order or process described above, You will also reimburse BitTitan for reasonable attorneys' fees, as well as the time and materials spent by BitTitan's employees and contractors responding to the third party subpoena or other compulsory legal order or process at BitTitan's then-current hourly rates.

(b) Process. BitTitan will promptly notify You of any claim subject to Section 6.3(a) of this Agreement, but BitTitan's failure to promptly notify You will only affect Your obligations under Section 6.3(a) of this Agreement to the extent that such failure prejudices Your ability to defend the claim. You may: (i) use counsel of its own choosing (subject to BitTitan's written consent) to defend against any claim; and (ii) settle the claim as You deem appropriate, provided that You obtain BitTitan's prior written consent before entering into any settlement. BitTitan may also assume control of the defense and settlement of the claim at any time.

Section 7. Confidential Information.

Each Party reserves any and all right, title and interest (including, without limitation, any Intellectual Property Rights) that it may have in or to any Confidential Information that it

may disclose to the other Party under this Agreement. The Recipient will protect Confidential Information of the Discloser against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure, but in no event will use less than a reasonable standard of care to protect such Confidential Information; provided that the Confidential Information of the Discloser is conspicuously marked or otherwise identified as confidential or proprietary upon receipt by the Recipient or the Recipient otherwise knows or has reason to know that the same is Confidential Information of the Discloser. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser. This Section 7 will not be interpreted or construed to prohibit: (a) any use or disclosure which is necessary or appropriate in connection with the Recipient's performance of its obligations or exercise of its rights under this Agreement; (b) any use or disclosure required by applicable law (e.g., pursuant to applicable securities laws or legal process), provided that the Recipient uses reasonable efforts to give the Discloser reasonable advance notice thereof (e.g., so as to afford the Discloser an opportunity to intervene and seek an order or other appropriate relief for the protection of its Confidential Information from any unauthorized use or disclosure); or (c) any use or disclosure made with the written consent of the Discloser. In the event of any breach or threatened breach by the Recipient of its obligations under this paragraph, the Discloser will be entitled to injunctive and other equitable relief to enforce such obligations.

Section 8. Proprietary Rights

8.1 MSPComplete and Services. As between BitTitan and You, BitTitan owns all right, title, and interest in and to MSPComplete and the Services. Except as otherwise specified in Section 2.1, Section 2.2 and Section 3.3 of this Agreement, You do not obtain any rights under this Agreement from BitTitan to MSPComplete or any Services or other BitTitan Software, including any related Intellectual Property Rights.

8.2 Feedback. You will provide BitTitan with reasonable Feedback and will make MSPC Users available to BitTitan on a reasonable basis for this purpose. You will not provide any such Feedback to any third party without BitTitan's prior written consent in each instance. Except for Feedback that contains Your Confidential Information, which Confidential Information included in such Feedback may only be used for BitTitan's internal development purposes to improve or modify MSPComplete or any Services, You hereby grant to BitTitan an exclusive, royalty-free, irrevocable, perpetual worldwide right and license to reproduce, use, disclose, exhibit, display, transform, create derivative works and distribute any such Feedback without limitation. Further, BitTitan will be free to use any ideas, concepts, know-how or techniques contained in such Feedback for any purpose whatsoever, including, without limitation, developing, making,

marketing, distributing and selling products and services incorporating such Feedback. BitTitan will have no obligation to consider, use, return or preserve any Feedback You provide to BitTitan. Except with respect to Your Confidential Information contained in Feedback, any Feedback You provide to BitTitan may or may not be treated confidentially by BitTitan, and BitTitan will have no obligation or liability to You for the use or disclosure of any Feedback. You should not expect any compensation of any kind from BitTitan with respect to Feedback. BitTitan will exclusively own any improvements or modifications to MSPComplete or any Services based on or derived from any Feedback, including all Intellectual Property Rights therein or thereto.

8.3 Trademarks. As between BitTitan and You, BitTitan owns all right, title and interest in and to the BitTitan Marks and any goodwill arising out of the use of the BitTitan Marks will remain with and belong to BitTitan and its licensors. The BitTitan Marks may not be copied, imitated or used without the prior written consent of BitTitan or the applicable trademark holder.

8.4 Additional Protection of Proprietary Rights. You will not infringe or violate, and will take appropriate steps and precautions for the protection of, MSPComplete or any Services and related Intellectual Property Rights referred to in Section 8.1. Without limiting the generality of the foregoing, You will not: (a) make MSPComplete or any Services or Documentation available to any Excluded Individual or any third party in or from countries within the Excluded Territory; (b) remove, obscure or alter any notice of copyright or other Intellectual Property Right appearing in or as part of MSPComplete; or (c) engage in or permit any Unauthorized Use. You will immediately notify BitTitan of any Unauthorized Use that comes to Your attention. In the event of any Unauthorized Use relating to the activities of You or any MSPC Users, You will take all steps reasonably necessary to terminate such Unauthorized Use. You will immediately notify BitTitan of any legal proceeding initiated by You in connection with any such Unauthorized Use. BitTitan may, at its option and expense, assume control of such proceeding. If BitTitan assumes such control, BitTitan will have exclusive control over the prosecution and settlement of the proceeding, and You will provide such assistance related to such proceeding as BitTitan may reasonably request. You will assist BitTitan in enforcing any settlement or order made in connection with such proceeding.

8.5 Data.

(a) As between BitTitan and You, You retain all right, title and interest in and to any Client Data. Except as provided in this Section 8, BitTitan obtains no rights under this Agreement from You to the Client Data, including any related Intellectual Property Rights.

(b) BitTitan reserves the right to: (i) disclose Client Data to You, its service providers and where required by applicable law or court order; (ii) disclose Aggregated Data to third parties; and (iii) store Client Data in the United States and other countries.

(c) You hereby grant to BitTitan a perpetual, nonexclusive license to collect, use, store, maintain, make Client Data available to third parties as authorized by the Purpose.

(i) By using MSPCComplete or any Service, You consent, on behalf of Yourself, Your Clients, all Client Personnel (as applicable) and Customer Personnel (as applicable), to have and all Client Data and MSPC Data (including personal information) transferred to and processed in the United States or any other country in which BitTitan operates, where You, Clients, Client Personnel and Customer Personnel may have fewer rights than under local law.

(ii) You will provide all legally required notices to ensure that You and BitTitan may collect, use and disclose Client Data in accordance with the terms of this Agreement without violating any applicable laws, including by providing notice of a privacy policy to Clients that accurately describes how You collect, use and disclose information (including Client Data and MSPC Data) from Clients, Client Personnel and Customer Personnel, as applicable. Without limiting the generality of the foregoing, You will ensure that Your privacy policy discloses that information (including Client Data and MSPC Data) from Clients, Client Personnel and Customer Personnel may be shared with BitTitan, including as described in Section 3.3(f) and this Section 8.5. Your privacy policy will apply to all of Your interactions with Clients, Client Personnel and Customer Personnel.

(d) As between BitTitan and You, BitTitan owns all right, title, and interest in and to all MSPC Data. Refer to BitTitan's Privacy Policy for information about how BitTitan collects, uses and discloses information from or about You, Clients, Client Personnel or Customer Personnel.

(e) To the extent any Client Data includes personal data received from the European Union ("*EU Data*"), You will be deemed a data controller of such EU Data and BitTitan will be deemed a data processor of such EU Data. BitTitan will only use Client Data for the Purpose and as otherwise authorized under this Agreement. BitTitan will provide at least the same level of protection for EU Data as is required by the relevant principles of the EU-U.S. Privacy Shield Principles established by the European Commission and the United States Department of Commerce ("*Principles*"). If BitTitan determines that it can no longer provide this level of protection, BitTitan will notify You of this determination, and will cooperate with Your reasonable requests regarding the discontinuance or remediation of further processing of EU Data under this Agreement.

8.6 Communications. By entering into this Agreement, You and BitTitan have established a business relationship and BitTitan may send electronic communications to You, MSPC Users and other individuals within your organization (e.g., via email or by posting notices to our Services). These communications may include notices about your account (e.g., payment authorizations, password changes and other transactional information) or about new or existing products and services, and are part of Your relationship with BitTitan. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein. Any notices, agreements, disclosures or other communications that BitTitan to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

Section 9. Limited Warranties and Remedies

9.1 Warranty. BitTitan warrants that MSPComplete and the Services will perform in all material respects with the applicable Documentation when operated in accordance with the applicable Documentation.

9.2 Remedy. Subject to this Section 9.2, BitTitan will use commercially reasonable efforts to correct any nonconformance of MSPComplete or a Service, including re-performing a Service that has failed. If BitTitan cannot re-perform the Service that has failed to Your satisfaction, upon Your request made within thirty (30) days of the failure, BitTitan will refund to You within thirty (30) days of termination any unused pre-paid fees on a pro rata basis for the Subscription Service that failed or any Premium Service Fees paid for the Premium Service that failed.

9.3 DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, MSPCOMPLETE AND ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND YOU HEREBY WAIVE, RELEASE, AND DISCLAIM, ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING MSPCOMPLETE OR ANY SERVICE, INCLUDING ANY WARRANTY THAT MSPCOMPLETE OR ANY SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY MATERIALS OR CLIENT DATA PROVIDED BY YOU OR A THIRD PARTY WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, BITTITAN AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Section 10. Limitations of Liability

10.1 Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement (except with respect to monetary obligations) as a result of any cause or condition beyond such Party's reasonable control (including, without limitation, any act or failure to act by the other Party). This paragraph will not apply to any payment obligation of either Party.

10.2 Limitation of Liability. IN NO EVENT WILL ANY OF THE BITTITAN PARTIES BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE USE OF OR INABILITY TO USE MSPCOMPLETE, ANY SERVICE, BITTITAN SOFTWARE OR THE SITE, INCLUDING THE INFORMATION, CONTENT AND MATERIALS CONTAINED THEREIN, EXCEPT FOR (A) A PARTY'S VIOLATION OF SECTION 4 (PAYMENTS AND TAXES), SECTION 7 (CONFIDENTIAL INFORMATION), OR 8.4 (ADDITIONAL PROTECTION OF PROPRIETARY RIGHTS) OF THIS AGREEMENT, (B) A PARTY'S VIOLATION OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR (C) A PARTY'S OBLIGATIONS TO INDEMNIFY THE OTHER PARTY, IN NO EVENT WILL THE AGGREGATE LIABILITY OF ANY OF THE BITTITAN PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE GREATER OF (1) THE COMPENSATION PAID BY YOU, IF ANY, TO BITTITAN FOR SUBSCRIPTIONS AND SERVICES FOR THE 30 DAYS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO LIABILITY OR (2) \$100.

Section 11. Miscellaneous

11.1 Privacy; Data Security. Please refer to our Security summary found at <https://www.bittitan.com/get-started/security/> for a description of BitTitan's security practices.

11.2 Independent Contractors. Each Party is an independent contractor and not a partner or agent of the other. This Agreement will not be interpreted or construed as creating or evidencing any partnership or agency between the Parties or as imposing any partnership or agency obligations or liability upon either Party. Further, neither Party

is authorized to, and will not, enter into or incur any agreement, contract, commitment, obligation or liability in the name of or otherwise on behalf of the other Party.

11.3 Reference Program. You will consult with BitTitan and work in good faith to agree on quotes and statements about Your experience with MSPComplete and the Services. BitTitan may, at its option, use such quotes and statements in connection with its sales and marketing activities with Your prior consent, which will not be unreasonably withheld or delayed and will be deemed granted if You fail to respond to BitTitan's request for consent within fifteen (15) days from the date of such request. Upon request and upon Your prior consent, which will not be unreasonably withheld or delayed, You will participate in and act as a reference in connection with BitTitan sales and marketing activities that may include one or all of the following: press releases, a reasonable number of press, analyst and You calls, and event presentations with case studies after full implementation of product. Such right shall be unlimited in duration, unless otherwise agreed upon.

11.4 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a Party to this Agreement.

11.5 Assignment. You may not assign this Agreement or any right, interest or benefit under this Agreement without prior written consent of BitTitan. Any attempted assignment in violation of the foregoing will be void. Subject to the foregoing, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by any permitted assignee.

11.6 Nonwaiver. The failure of either Party to insist upon or enforce performance by the other Party of any provision of this Agreement, or to exercise any right or remedy under this Agreement or otherwise by law, will not be construed as a waiver or relinquishment of such Party's right to assert or rely upon the provision, right, or remedy in that or any other instance; rather the provision, right or remedy will be and remain in full force and effect.

11.7 Dispute Resolution Procedures.

(a) The Parties will attempt to resolve through good faith discussion any dispute that arises under this Agreement. Any such dispute may at any time, at the election of either Party, be referred to a senior executive of each Party for discussion and possible resolution. If the senior executives are unable to resolve the dispute within sixty (60) days after delivery of written notice of the dispute, then either Party may, by notice to the other Party, demand mediation under the mediation rules of JAMS in Austin, Texas. The Parties give up their right to litigate their disputes and may not proceed to arbitration without first attempting mediation, except that the Parties are NOT required

to arbitrate any dispute in which either Party seeks equitable and other relief from the alleged unlawful use any Intellectual Property Rights by the other Party. Whether the dispute is heard in arbitration or in court, the Parties will not commence against the other a class action, class arbitration or other representative action or proceeding.

(b) If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be resolved by arbitration in accordance with the rules of JAMS before a single arbitrator in Austin, Texas. The language of all proceedings and filings shall be English. The arbitrator shall render a written opinion including findings of fact and law and the award and/or determination of the arbitrator shall be binding upon the Parties, and their respective administrators and assigns, and shall not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction. The expenses of the arbitration shall be shared equally by the Parties unless the arbitration determines that the expenses shall be otherwise assessed and the prevailing Party may be awarded its attorneys' fees and expenses by the arbitrator. It is the intent of the Parties that, barring extraordinary circumstances, arbitration proceedings shall be concluded within ninety (90) days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the Parties. Failure to adhere to this time limit shall not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange shall be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

(c) IP Disputes and claims for injunctive relief are not subject to the above provisions concerning informal negotiations or binding arbitration.

11.8 Severability. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions.

11.9 Applicable Law. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, U.S.A., without reference to its choice of law principles to the contrary. The 1980 UN Convention on Contracts for the International Sale of Goods or its successor will not apply to this Agreement. Subject to Section 11.7, You hereby consent to the jurisdiction and venue of the state and federal courts located in State of Texas, U.S.A. with respect to any claim arising under or by reason of this Agreement.

11.10 Entire Agreement. This Agreement, together with all applicable amendments, addenda and any Order, Service Terms, policies or guidelines incorporated by reference in this Agreement, including the Policies on the Site as may be amended from

time to time, constitutes the entire agreement, and supersedes any and all prior agreements, between BitTitan and You with respect to the Services. If the terms of this Agreement are inconsistent with the terms contained in any Order, Service Terms policies or guidelines incorporated by reference in this Agreement, including the Policies on the Site, the terms contained in this Agreement will control

Appendix 1

Definitions

"*Acceptable Use Policy*" means the acceptable use policy currently available at www.bittitan.com/legal/acceptable-use, as it may be updated by BitTitan from time to time.

"*Administrator*" means the individual designated by You as the administrator of Your activities under this Agreement, whether as an ITSP or Customer User and as having authority to invite Service Agents.

"*BitTitan Marks*" means any trademarks, service marks, service or trade names, logos, and other designations of BitTitan and its affiliates.

"*BitTitan Parties*" means BitTitan and its affiliates, independent contractors and service providers, and each of their respective members, directors, officers, employees and agents.

"*BitTitan Software*" means any software, including the Device Management Agent, made available by BitTitan and required for access and use of MSPComplete or a Service.

"*Confidential Information*" means any information that is proprietary or confidential to the Discloser or that the Discloser is obligated to keep confidential (e.g., pursuant to a contractual or other obligation owing to a third party). Confidential Information may be of a technical, business or other nature (including, but not limited to, information which relates to the Discloser's technology, research, development, products, services, pricing of products and services, Your, employees, contractors, marketing plans, finances, contracts, legal affairs, or business affairs). However, Confidential Information does not include any information that: (a) was known to the Recipient prior to receiving the same from the Discloser in connection with this Agreement; (b) is independently developed by the Recipient; (c) is acquired by the Recipient from another source including any end user of MSPComplete without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Recipient.

"*Client*" means any client of an ITSP.

"*Client Data*" means any content, libraries, documents, folders, files, usernames, passwords, directories, account information or other data, materials or information pertaining to any Client or any Client Personnel generated, input into or collected through the use of MSPComplete or any Service, including, without limitation, any data or information collected or obtained from or through the deployment or use of the Device Management Agent.

"*Client Personnel*" means any employee, contractor or agent of a Client.

"*Customer Agent*" means Customer User's employees, independent contractors, agents and consultants who are authorized or otherwise designated, invited or permitted by the Administrator to access and use MSPComplete and Services to perform services for Customer User or Customer Personnel. Customer Agent excludes any Excluded Individuals.

"*Customer Personnel*" means any employee, contractor or agent of Customer User.

"*Device Management Agent*" means the software provided by BitTitan installed in a Client's environment or on machines of Client Personnel or Customer Personnel that connects to MSPComplete and certain Services.

"*Discloser*" means a Party that discloses any of its Confidential Information to the other Party.

"*Documentation*" means the online documentation, policies, FAQs, security procedures, or other reference materials or documentation relating to MSPComplete or any Services furnished or made available by BitTitan to You under this Agreement.

"*Excluded Individual*" means any person, firm or entity that is, during the Term, (a) a national or resident of any Excluded Territory; (b) on the United States Treasury Department's list of Specifically Designated Nationals, (b) the United States Department of Commerce's Denied Persons List or Entity List, or (c) on any other United States export control list.

"*Excluded Territory*" means Iran, Cuba, North Korea, the Region of Crimea, Sudan and Syria, and any other country that is subject to United States embargo or other similar United States export restrictions.

"*Feedback*" means information and feedback (including, without limitation, questions, comments, suggestions, or the like) regarding the performance, features, functionality and Your overall experience using MSPComplete or any Service.

"*Intellectual Property Rights*" means any patent, copyright, trademark, service mark, trade name, trade secret, know-how, moral right or other intellectual property right under the laws of any jurisdiction, whether registered, unregistered, statutory, common law or otherwise (including any rights to sue, recover damages or obtain relief for any past infringement, and any rights under any application, assignment, license, legal opinion or search).

"*IP Dispute*" means any dispute, cause of action, claim, or controversy relating to Your or BitTitan's Intellectual Property Rights.

"*ITSP Agent*" means ITSP's employees, independent contractors, agents and consultants who are authorized or otherwise designated, invited or permitted by the Administrator to access and use MSPComplete and Services to perform services for Clients. ITSP Agent excludes any Excluded Individuals.

"*Managed Services*" means centralized IT and cloud infrastructure project, task, deployment, organization, and product and service procurement management services.

"*MSPC Account*" means an electronic account permitting an Administrator or Service Agent to access and use MSPComplete or any Services.

"*MSPC Data*" means any content, information or other data or materials that are not Client Data, together with all content, libraries, documents, folders, files, usernames, passwords, directories, account information or other data, materials or information pertaining to any You, MSPC Users or Customer Personnel, generated or collected through Your or any MSPC Users' access to or use of MSPComplete or any Service, including, without limitation, any data or information collected or obtained from or through the deployment or use of the Device Management Agent.

"*MSPComplete*" means BitTitan's proprietary end-to-end managed service provider automation service.

"*MSPC Users*" means the Administrator and Service Agents but excludes Excluded Individuals.

"*Order*" means any electronic or hard copy ordering or purchase screen or document between BitTitan and You referencing this Agreement.

"*Policies*" means the Acceptable Use Policy and the Privacy Policy all restrictions described on the Site, and any other policy or terms incorporated by reference into this Agreement. Policies do not include whitepapers, marketing materials, community blogs or support boards, security commentary or other such materials on or referenced on MSPComplete or by any Service.

"*Premium Service*" means any Software, service, or software as a service solution provided made available by BitTitan through MSPComplete that is not a Subscription Service or Prescriptive Guidance Service and for which You are required to pay a separate fee to access and use such service. Premium Services include Third Party Services and Premium Support. The current list of Premium Services can be found here <https://www.bittitan.com/salesbuilder/cart/items?serviceTypeId=1>.

"*Premium Support*" means additional support, subject to an additional fee, beyond the standard support described in Section 2.5, as more fully described here manage.bittitan.com/support.

"*Prescriptive Guidance Services*" means any Software, service, or software as a service solution provided made available by BitTitan through MSPComplete that provides task or workflows or other non-automated information or guidance. The current list of Prescriptive Guidance Services can be found by clicking "Services" at manage.bittitan.com.

"*Privacy Policy*" means the privacy policy currently referenced at <https://www.ideracorp.com/Legal/PrivacyShield>, as it may be updated by BitTitan from time to time.

"*Recipient*" means a Party that receives any Confidential Information of the other Party.

"*Services*" mean individually and collectively, as the context requires, the Subscription Services, Prescriptive Guidance Services and Premium Services.

"*Service Agent*" means an ITSP Agent, a Customer Agent or both, as the context requires.

"*Service Terms*" means any additional terms specific to a Service that are presented to you at checkout, including, without limitation, renewal terms, payment terms and other legal terms and conditions or use restrictions.

"*Site*" means www.bittitan.com/mspcomplete, and any successor or related web site designated by BitTitan.

"*Standard Support*" means the standard support that You will receive from BitTitan as a result of having signed up for an MSPC Account. The description of Standard Support can be found here manage.bittitan.com/support.

"*Subscription*" means a subscription to certain Software, services, or software as a service solutions that continues for the duration of the Subscription Period, during which Subscription Period ITSP or Customer User may access and use any Subscription

Services to provide Managed Services to Clients and Client Personnel or for Customer's internal business purposes (including to provide Managed Services to Customer Personnel).

"*Subscription Services*" means any Software, service, or software as a service solution provided made available by BitTitan through MSPComplete that provides an automated one-time service and requires a Subscription in order to access and use the Software, service, or software as a service solution and for which You are required to pay a Subscription to access and use such service during the Subscription Period. Subscription Services included Standard Support. The current list of Subscription Services can be found by clicking "Services" at manage.bittitan.com.

"*Term*" has the definition in Section 5.1.

"*Third Party Services*" means software or services acquired or licensed by BitTitan from a third party that is included in MSPComplete or Services or otherwise made available to You or Your MSPC Users.

"*Unauthorized Use*" means any use, reproduction, modification, distribution, disposition, possession, examination, inspection, viewing, disclosure or other activity involving MSPComplete, Services, BitTitan Software, Documentation or Confidential Information of BitTitan that is not expressly authorized under the Agreement or otherwise in writing by BitTitan.

"*Workgroup*" means a group of Clients, Client Personnel or Customer Personnel created or managed by MSPC Users to whom Managed Services will be provided.