

## Voleer User Agreement

Last Updated: December 6, 2021

PLEASE READ THIS VOLEER USER AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SERVICES AS DESCRIBED AND DEFINED BELOW. BY CHECKING A CHECKBOX INDICATING YOUR ASSENT, REGISTERING FOR A VOLEER ACCOUNT, OR ACCESSING OR USING THE SERVICES, YOU AND ANY LEGAL ENTITY YOU REPRESENT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED IN THIS VOLEER USER AGREEMENT AND ALL TERMS AND DOCUMENTS INCORPORATED BY REFERENCE ("Agreement"). YOU ACKNOWLEDGES THAT AT THE CONCLUSION OF A TRIAL PERIOD, YOU MUST UPGRADE TO A PAID SUBSCRIPTION PLAN TO CONTINUE USING THEIR VOLEER ACCOUNT AND SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BITTITAN RESERVES THE RIGHT TO IMMEDIATELY SUSPEND WITHOUT NOTICE ANY VOLEER ACCOUNTS THAT HAVE NOT UPGRADED TO A PAID SUSBSSCRIPTION SERVICE AT THE EXPIRATION OF A TRIAL PERIOD. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, DO NOT USE VOLEER AND THE SERVICES.

### 1. Definitions

Terms used in this Agreement with their initial letters capitalized and not otherwise defined will have the meanings set forth below:

This Agreement is made and entered into by and between BitTitan, Inc. ("BitTitan"), a company headquartered at 10801 N Mopac Expressway, Building 1, Suite 100, Austin, TX, 78759, and you. If you represent a legal entity that will be using any of the Services, then you are entering this Agreement on behalf of yourself and the legal entity (collectively "You" and/or "Your") and You represent and warrant that you are at least 18 years of age and have the authority to bind the legal entity to this Agreement. This Agreement applies to Your access to, and use of, the Services and incorporates by reference any documents referenced herein. This Agreement is effective as of the date You registers for a Voleer Account (the "Effective Date"). If You have entered into an offline version of this Agreement for use of Services (an "Offline Agreement"), then the terms of this Agreement do not apply to You and the terms of the Offline Agreement apply to Your access to, and use of, the Services. This Agreement does not alter in any way the terms of any other

agreement you may have with BitTitan for products or services other than the Services.

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 Voleer 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 Voleer and the Services.

“*Acceptable Use Policy*” means the acceptable use policy currently available at [www.bittitan.com/legal/acceptable-use](http://www.bittitan.com/legal/acceptable-use), as it may be updated by BitTitan from time to time.

“*Administrator*” means an individual designated by You as having authority to administer Your activities under this Agreement and who may have the ability to authorize Service Agents to access and use Voleer and the Services on Your behalf.

“*Automation Services*” means any Software, service, or software as a service solution provided made available by BitTitan through Voleer that provides task or workflows or other non-automated information or guidance.

“*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 made available by BitTitan and required for access and use of Voleer or a Service.

*“Confidential Information”* means any non-public information disclosed by or on behalf of Discloser to Recipient relating to Discloser 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, customers, 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 without use of the Confidential Information of Discloser; (c) is acquired by the Recipient from a third party, including any end user of Voleer, 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 Voleer or any Service.

*“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 an Administrator to access and use Voleer 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.

*“Customer User”* means a person or business using Voleer for their or its own internal business purposes.

*“Customer User Data”* means any content, libraries, documents, folders, files, usernames, passwords, directories, account information or other data, materials or information pertaining to any Customer User or any Customer

Personnel generated, input into or collected through the use of Voleer or any Service.

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

“*Dispute*” as used in Section 12.7 means any dispute, cause of action, claim, or controversy arising out of or in any way related to BitTitan, this Agreement, the subject matter of this Agreement, or access to and use of Voleer and/or the Services, including without limitation personal injury disputes and disputes that involve third parties, and any IP Dispute.

“*Effective Date*” means the earlier of the date on which You indicate your acceptance of this Agreement and the date you first access Voleer or any Service.

“*Documentation*” means the online documentation, policies, FAQs, security procedures, or other reference materials or documentation relating to Voleer 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 Voleer or any Service.

“*Fees*” means the fees applicable to Your Subscription(s), Service(s), and support, together with any per-seat fees, overage fees and any other fees or charges applicable to Your use of Voleer and the Services.

“*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"* means a provider of IT Services.

*"ITSP Agent"* means an ITSP's employees, independent contractors, agents and consultants who are authorized by an Administrator to access and use Voleer and Services to perform services for Clients. ITSP Agent excludes any Excluded Individuals.

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

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

*"Policies"* means the Terms of Use 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 Voleer or by any Service.

*"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.

*"Service(s)"* mean individually and collectively, as the context requires, the Subscription Services and Automation 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 the time you subscribe to the Service, including, without limitation, renewal terms, payment terms (if applicable) and other legal terms and conditions or use restrictions.

“*Site*” means the websites accessible at voleer.com, voleer.io, and any successor or related web site designated by BitTitan.

“*Standard Support*” means the support provided by BitTitan via email during normal business hours (9:00 a.m. to 5:00 p.m. Pacific Time, excluding standard holidays) in response to a support request submitted at (<https://www.voleer.com/contact>) at no additional charge

“*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 IT Services to Clients and Client Personnel or for Customer’s internal business purposes (including to provide IT Services to Customer Personnel).

“*Subscription Period*” means the period set forth in an Order during which You are authorized to access and use any Subscription Services.

“*Subscription Services*” means any Software, service, or software as a service solution provided made available by BitTitan through Voleer 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 fee 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](http://manage.bittitan.com).

“*Term*” has the definition in Section 6.1.

“*Terms of Use*” means the Terms of Use currently available at <https://www.ideracorp.com/Legal/Terms-of-Use>, as it may be updated by BitTitan from time to time.

“*Third Party Services*” means software or services provided by a third party that BitTitan may make accessible to You and/or Voleer Users through or in connection with Voleer or the Services.

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

“*Voleer Account*” means an electronic account created through the Site permitting access to and use of Voleer or any Services.

“*Voleer Data*” means, collectively, the Site, Services, BitTitan Software, BitTitan Marks, Documentation and all content, information, data, or materials, excluding Client Data and Customer User Data, appearing on the Site or through the Services or otherwise made available through use of the Site or the Services.

“*Voleer User*” means Administrators and Service Agents, as applicable, but excludes Excluded Individuals.

2. Changes to User Agreement. BitTitan may revise this Agreement from time to time. Unless otherwise indicated, revisions will be effective upon the “Last Updated” date indicated at the top of this User Agreement. BitTitan will provide you advance notice of any material revisions to this Agreement. Such notice will be provided in your User Account or via an email to the email address of Your Administrator. For other revisions, BitTitan will update the “Last Updated” date above. BitTitan encourages You to frequently review this Agreement and all Policies to ensure You understand the terms and conditions that apply to Your use of Voleer and Services. Your continued access or use of Voleer and/or the Services constitutes your acceptance of any revisions. In the event You do not agree to any revisions, You must stop using Voleer and the Services.
3. Grant of Rights; Restrictions

3.1 Rights to Use Voleer 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 Automation Services to provide IT Services to Clients;

(b) purchase Subscriptions and use Subscription Services to provide IT Services to Clients;

(c) manage ITSP's Clients, task lists and IT Services provided to Clients;

(d) access and use tools available through Voleer to acquire and provide Services, third party service offerings and IT Services to Clients; and

(e) where the functionality is made available by BitTitan, permit ITSP's Administrator to assign rolls and tasks to ITSP Agents and invite and enable ITSP Agents to: (i) access and use Voleer to provide IT 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 Voleer only to provide IT Services to Clients. ITSP is responsible for Administrators' and ITSP Agents' compliance with this Agreement.

3.2 Rights to Use Voleer 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 Automation Services to provide IT Services on Customer User's own behalf solely for Customer User's internal business purposes;

(b) purchase Subscriptions and use Subscription Services to provide IT Services on Customer User's own behalf solely for Customer User's internal business purposes;

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

(d) access and use tools available through Voleer to acquire additional Services and otherwise utilize Voleer and Services on Customer User's own behalf solely for Customer User's internal business purposes; and



(e) where the functionality is made available by BitTitan, permit the Customer User's Administrator to assign rolls and tasks to Customer Agents and invite and enable Customer Agents to: (i) access and use Voleer 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 Voleer only for Customer User's internal business purposes (e.g., not for or on behalf of Customer User's own customers or clients). Customer User is responsible for Administrators' and Customer Agents' compliance with this Agreement.

### 3.3 Restrictions; Limitations.

(a) Use Restrictions. You may not use Voleer 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 3 does not include or authorize: (i) publicly performing or publicly displaying Voleer or any Services; (ii) modifying, disassembling, decompiling, reverse engineering or otherwise making any derivative use of Voleer or any Services or using or accessing Voleer 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 Voleer or Services; (iv) downloading (other than page caching) any portion of Voleer or any information contained on Voleer, except information made available to You for downloading through functionality provided within the Services; (v) performing or disclosing any benchmarking or performance testing of Voleer; (vi) using any Client Data other than to provide IT 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 Voleer except as otherwise specifically authorized; or (viii) using Voleer or any Services other than for its intended use. The rights granted under this Section 3 are conditioned on Your continued compliance with this Agreement (including, without limitation Your and Your Voleer User's compliance with the Policies), and such rights will immediately and automatically terminate if You or any of Your Voleer Users fail to 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, and overage charges, as set forth in your Order and/or the applicable Service Terms.

3.4 Changes to Voleer and Services. BitTitan may change Voleer from time to time, including but not limited to changing or removing features or functionality of Voleer or changing or removing Services from Voleer. If any change materially reduces the features or functionality of Voleer or the Services, BitTitan will provide reasonable advance notice to You and You may terminate this Agreement upon at least thirty (30) days' prior written notice to BitTitan. In the event of any such termination, BitTitan shall provide You with a pro-rated refund of any pre-paid Fees applicable to the period following the effective date of termination

3.5 Support. During the Term, BitTitan will provide to you Standard Support. BitTitan may offer premium support for Voleer or certain Services. If it does so, it will provide premium support to You in accordance with the terms provided or otherwise made available to You at the time you agree to subscribe to receive premium support.

#### 4. Eligibility; Registration; Service Access and Purchases

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

4.2 Voleer Account Registration. In order to access and use Voleer, You will need to register through the Site to create a Voleer Account, assign and Administrator and agree to the terms of this Agreement. After creating a Voleer Account, the Administrator will be able to invite individuals to become Service Agents (and, where applicable, assign rolls and tasks to Service Agents). Voleer Accounts and Service Agent passwords may not be shared or transferred. You agree to, and will ensure that each Voleer User will: (a) provide accurate, truthful, current and complete information when creating a Voleer Account; (b) promptly update Voleer Account information if it changes; (c) maintain the security of Your Voleer Account by not sharing the Voleer Account password or Service Agent passwords with others; and (d) promptly notify BitTitan if You become aware of or suspect any security breaches related to Your Voleer Account. Each Voleer User 's password should

be chosen carefully and not contain any personal or other information that may be easily guessed by anyone else.

#### 4.3 Service Access and Licenses.

(a) Automation Services. BitTitan will make Automation Services available to You through Voleer, subject to the license grants and limitations set forth in Section 3 and any additional Service Terms.

(b) Subscription Services. BitTitan will make Subscription Services available to You through Voleer, subject to the license grants and limitations set forth in Section 3 and any additional Service Terms. You must have one Subscription for each Client Personnel or Customer Personnel for whom You will use the Subscription Services to provide IT Services. The Subscription Period for each Subscription will be specified in the applicable Order. Each Subscription Period will automatically renew on its anniversary date for a subsequent Subscription Period of the same duration and at the then-current 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 your Account page on the Site or (ii) sending a notification via email at least thirty (30) days prior to the end of the then-current Subscription Period to Legal@Bittitan.com.

(c) Client Data.

(i) In connection with an ITSP's use of Voleer and Services, BitTitan will collect Client Data. You hereby instruct and authorize BitTitan to: (1) use Client Data to provide Voleer 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 Client Data*") for the purpose of improving Voleer 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 Your Voleer User's use, process, submit, provide to, or make available through, Voleer 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 Terms of Use 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 Voleer or any Service by You or any Voleer User's does not violate the Terms of Use 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.

(d) Customer User Data.

(i) In connection with a Customer User's use of Voleer and Services, BitTitan will collect Customer User Data. You hereby instruct and authorize BitTitan to: (1) use Customer User Data to provide Voleer and the Services to You, which may include analyzing the Customer User Data to provide You with recommendations about products or services of BitTitan and third parties that may be of interest to You; and (2) use Customer User Data in an aggregated or de-identified basis ("*Aggregated Customer User Data*") for the Purpose.

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

(iii) You represent and warrant to BitTitan that: (1) You have all rights in the Customer User Data necessary to grant the rights contemplated by this

Agreement; (2) the storage, use or transmission of the Customer User Data or use of Voleer or any Service by You or any Voleer User's does not violate the Terms of Use 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 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 Customer User Data in accordance with the terms of this Agreement.

## 5. Fees; Payments; Taxes

5.1 Fees. You agree to pay BitTitan for all Fees applicable to the services you purchase pursuant to any Order, including, without limitation, Fees applicable to any Subscriptions, Services and paid support. You may manage or make changes to your Subscriptions (including the number of tenants) via Your Voleer Account dashboard. You agree to pay all Fees associated with any upgrades or the addition of tenants made by You via your Voleer Account dashboard or otherwise, as well as any overage charges that may be applicable to your use of any Service.

5.2 Changes to Fees. BitTitan may change any Fees with not less than 30 days' prior notice to You; provided, that any increase in the Fees for an annual Subscription will not be effective until the beginning of the next Subscription Period following expiration of the 30-day notice period. Subject to the foregoing sentence, any change in the Fees will take effect on the first billing period after the 30-day notice period has expired.

## 5.3 Billing Terms

(a) Payment. You will be automatically charged on a recurring basis for the Fees applicable to Subscriptions identified in an Order. For recurring automatic payments: (a) You authorize BitTitan, or a third-party payment processor of BitTitan, to charge your designated payment method for the amount of the Fees applicable to each Subscription Period on or following the first day of such Subscription Period for the duration of the term of the Subscription; and (b) You must maintain a valid designated payment method

at all times during the term of the Subscription. You may revoke your authorization for automatic renewal of a Subscription and future automatic recurring payments by providing BitTitan with notice of your intent not to renew the Subscription as described in Section 4.3(c), above.

(b) Invoices. BitTitan will invoice You for the Fees for each purchased Subscription within fifteen (15) days after the date of Your Order. Thereafter, until such time as this Agreement has been terminated or you have provided BitTitan with notice of your intent not to renew a Subscription, BitTitan will invoice you for the Fees for such Subscription within fifteen (15) days after the renewal of the Subscription Period for the Subscription. BitTitan will issue invoices for other Fees on a monthly basis, following the last day of the month in which the Fees were incurred. Subject to the automatic payment terms set forth herein, 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 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 Fees in lawful currency of the United States or other acceptable currency identified by BitTitan based on Your "Ship To" address.

(d) Interest. Any 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.

5.4 Taxes. All 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 ("*Taxes*"). You will (a) pay or reimburse BitTitan on demand for all

such Taxes imposed (other than taxes imposed on or measured by BitTitan's net income) with respect to any purchases by You or measured by any amount payable to BitTitan under this Agreement, or (b) provide BitTitan certificates or other evidence of exemption or prior payment of such Taxes. BitTitan will attempt to include applicable Taxes at the time of purchase 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 the time of purchase.

5.5 No Refunds. Except as expressly provided herein, or in an applicable Order or Service Terms, all payments under this Agreement will be irrevocable, and no refunds or credits will be issued.

## 6. Term and Termination; Suspension

6.1 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 as permitted under this Agreement (the "*Term*").

6.2 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 6.2 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.

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

(a) all of Your and each Voleer User's rights under this Agreement will immediately terminate and all Voleer User s will immediately cease any access or use of Voleer and any Services;

(b) if BitTitan terminates the Term for material breach by You under Section 6.2, 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 Customer User Data or to forward any Client Data or Customer User Data to You or any third party; and

(e) sections 1, 3.3, 4.3, 5.3, 5.4, 5.5, 6.3, 7, 8, 9, 10, 11 and 12 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 6.2, 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.

6.4. Suspension of access to Voleer. BitTitan may, in its sole discretion and in addition to any other remedies available to BitTitan, immediately suspend access to or use of Voleer by You or any Voleer User if You or any Voleer User violates any applicable material restriction or obligation in this Agreement or any Policies, or if in BitTitan's reasonable judgment, Voleer, any Service, or any component thereof is about to suffer a significant threat to security or functionality as a result of Your or any Voleer User's access to or use of Voleer 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. If BitTitan determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured, BitTitan will use reasonable efforts to re-establish access to Voleer or the affected Service promptly following such determination. 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.



6.5 Suspension for Exceeding Licensed Metric. BitTitan may, in its sole discretion and in addition to any other remedies available to BitTitan, immediately suspend or terminate Your access to or use of Voleer or certain features within Voleer if You exceed the licensing metrics applicable to Your Subscription. BitTitan shall notify You via the email address on file when You have exceeded the licensed metric, and should You not rectify Your violation within thirty (30) days, BitTitan may begin to suspend Your access to Voleer or certain features within Voleer. Should You continue to violate the licensed metrics, BitTitan reserves the right to immediately terminate Your Subscription and Your access to Voleer. Notwithstanding anything to the contrary herein, BitTitan may, in its sole discretion and in addition to any other remedies available to BitTitan immediately suspend or terminate, without notice, Your access to or use of Voleer or certain features within Voleer if You have not upgraded your Subscription to a paid Subscription at the conclusion of a trial period. BitTitan shall not bear any liability for any damages arising out of or in connection with such a suspension or termination.

## 7. Your Responsibilities.

7.1 Security and Backup. You are solely responsible for maintaining appropriate security and protection for your computer system and for backing up all Client Data and Customer User Data and other data that You submit or use in connection with Your use of Voleer or any Services. Without limiting BitTitan's obligations elsewhere in this Agreement, BitTitan is not responsible for any unauthorized access to, modification or loss of, or damage to, or failure to store or encrypt, any Client Data and Customer User Data, or other content, materials, information or data that You submit or use in connection with Your use of Voleer or any Services. You will immediately notify BitTitan in writing if You become aware of any unauthorized access to Your Voleer Account, or any unauthorized access to, modification of, or loss of, or damage to any Client Data and Customer User Data or other data that You submit or use in connection with Your use of Voleer or any Services and you will cooperate in all respects with BitTitan to terminate any such actions. You will also notify all affected Clients, Client Personnel and Customer Personnel of such actions, and work with law enforcement and other regulatory authorities to investigate, address and remedy such actions.

7.2 **Actions Under Voleer Account.** You are responsible for any access or use of Voleer or Services (including Service and Subscription purchases) under Your Voleer Account, including by any Administrator, Service Agents and any third parties to whom You or Your Voleer Users have provided Your Voleer Account password or Service Agent passwords.

7.3 **Indemnification.**

(a) **General.** To the maximum extent permitted by applicable laws, 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 Voleer User's use of Voleer or any Services, including without limitation, use other than as permitted under this Agreement; (b) Taxes with respect to purchases by you or measured by any amount payable to BitTitan under this Agreement (other than taxes imposed on or measured by BitTitan's net income); and (c) Client Data, Customer User Data and other data that You submit or use in connection with Your use of Voleer or any Services, or the combination of the Client Data, Customer User Data or other such data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Client Data or Customer User Data (each a "Claim"). If BitTitan is obligated to respond to a third party subpoena or other compulsory legal order or process as a result of Your or Your User's actions in connection with Your use of Voleer or any Services, 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, but BitTitan's failure to promptly notify You will only affect Your obligations under Section 7.3(a) of this Agreement to the extent that such failure prejudices Your ability to defend the Claim. You may: (i) use counsel of Your 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 may not settle any Claim without BitTitan's written approval unless it unconditionally releases BitTitan of all liability. BitTitan may also assume control of the defense and settlement of the Claim at any time.

## 8. 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 8 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.

## 9. Proprietary Rights

9.1 Voleer Materials. As between BitTitan and You, BitTitan owns all right, title, and interest in and to all Voleer Materials. Except as otherwise specified in Section 3.1, Section 3.2 and Section 4.3 of this Agreement, You do not obtain any rights under this Agreement from BitTitan to Voleer or any Services or other BitTitan Software, including any related Intellectual Property Rights.

9.2 Feedback. 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 Voleer 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. BitTitan will have no obligation to compensate You for BitTitan's use of Feedback. BitTitan will exclusively own any improvements or modifications to Voleer or any Services based on or derived from any Feedback, including all Intellectual Property Rights therein or thereto.

9.3 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.

9.4 Additional Protection of Proprietary Rights. You will not infringe or violate BitTitan's rights in Voleer Materials, including without limitation, any Intellectual Property Rights referred to in Section 9.1. Without limiting the generality of the foregoing, You will not: (a) make Voleer 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 Voleer; 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 Voleer 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. 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 Voleer or any Service that You or any Voleer User has used.

#### 9.5 Data.

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

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

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

(i) By using Voleer or any Service, You consent, on behalf of Yourself, Your Clients, all Client Personnel (as applicable) and Customer Personnel (as applicable), to have all Client Data and Customer User Data (including personal information) transferred to and processed in the United States or any other country in which BitTitan operates, and 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 and Customer User 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 Customer 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 Customer User Data) from Clients, Client Personnel and Customer Personnel, as applicable, may be shared with BitTitan, including as described in Section 4.3(d) and this Section 9.5. Your privacy policy will apply to all of Your interactions with Clients, Client Personnel and Customer Personnel, as applicable.

(e) To the extent any Data includes personal data received from the European Union ("EU Data"), Customer will be the Data Controller of such EU Data and BitTitan will act solely as a Data Processor. BitTitan will only use EU Data as authorized under this Agreement. To the extent required by applicable law, any transfer of Data to a country outside of the EU will be governed by the standard contractual clauses annexed to the EU Commission Decision 2010/87/EU of 5 February 2010 for the Transfer of Personal Data to Processors established in Third Countries under the Directive 95/46/EC, or any successor standard contractual clauses that may be adopted pursuant to an EU Commission decision.

9.6 Communications. By entering into this Agreement, You and BitTitan have established a business relationship and BitTitan may send electronic communications to You, Voleer 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 in the email. Any notices, agreements, disclosures or other communications that BitTitan sends to You electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

## 10. Limited Warranties and Remedies

10.1 Warranty. BitTitan warrants that Voleer and the Services will perform in all material respects in accordance with the applicable Documentation when used by You in accordance with this Agreement and the applicable Documentation.

10.2 Exclusive Remedies. In the event You provide written notice to BitTitan of a breach of the warranty set forth in Section 10.1, BitTitan will use commercially reasonable efforts to correct any nonconformance, including re-performing a Service that has failed. If BitTitan cannot correct any nonconformance, then as Your sole remedy and BitTitan's sole obligation to you for breach of the warranty, you may terminate your Subscription or use of the Service by written notice to BitTitan within thirty (30) days of BitTitan's failure to correct the nonconformance, and BitTitan will refund to You within thirty (30) days of termination any unused pre-paid Fees, on a pro rata basis, for Voleer or the Service that failed.

10.3 DISCLAIMER. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, VOLEER 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 VOLEER OR ANY SERVICE, INCLUDING ANY WARRANTY THAT VOLEER 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.

## 11. Limitations of Liability

11.1. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT: (I) EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW; OR (III) EITHER PARTY'S OBLIGATIONS RELATED TO IP DISPUTES.

11.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE BITTITAN PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE 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 RELATING TO THIS AGREEMENT.

11.3. SUBJECT TO SECTION 11.1 AND 11.2 ABOVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE BITTITAN PARTIES, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHER THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE ACTUAL AMOUNTS PAID TO BITTITAN BY CUSTOMER, IF ANY, DURING THE 3 MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO LIABILITY.

11.4. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE BITTITAN PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, LIABILITIES, SUITS, PROCEEDINGS, COSTS, AND EXPENSES INCLUDING REASONABLE LEGAL EXPENSES AND FEES ARISING OUT OF, RESULTING FROM OR RELATING TO: (1) THE UNAUTHORIZED OR UNLAWFUL USE OF VOLEER OR THE SERVICE SITES BY YOU OR BY THIRD PARTIES; OR (2) LOSS OF DATA SENT, STORED, OR RECEIVED WHILE USING VOLEER OR THE SERVICE SITES.

## 12. Miscellaneous

12.1 Privacy; Data Security. BitTitan will comply with the BitTitan Privacy Policy (<https://www.bittitan.com/legal/privacy/>) and BitTitan Security Guidelines (<https://www.bittitan.com/security/>).

12.2 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.

12.3 Reference Program. You will consult with BitTitan and work in good faith to agree on quotes and statements about Your experience with Voleer 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.

12.4 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.

12.5 Assignment. You may not assign this Agreement or any right, interest or benefit under this Agreement without the 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.

12.6 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.

12.7 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 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.

## 12.8 Dispute Resolution Procedures.

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES WITH BITTITAN AND IT MAY LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM BITTITAN (NO CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS).

(a) Binding Arbitration; Disputes; Small Claims. BitTitan's goal is to resolve claims fairly and quickly. Accordingly, subject to the exceptions set forth in Section 12.7(b) below, for any Dispute between You and BitTitan, You and BitTitan each waive any right to a jury trial, or the right to have any Dispute resolved in any court, and instead accept the use of final and binding arbitration (which is the referral of a Dispute to one or more impartial persons for a final and binding determination); provided, however, that subject to Section 12.7(b) below, You have the right to litigate any Dispute in small claims court, if all the requirements of the small claims court, including any limitations on jurisdiction and the amount at issue in the Dispute, are satisfied. You will bring a Dispute through arbitration in Austin, Texas or, if You reside in the U.S., in small claims court only in Your county of residence or Austin, Texas.

(b) Exceptions to Binding Arbitration and Small Claims. You and BitTitan agree that the following Disputes are not subject to the above provisions concerning informal negotiations, small claims and binding arbitration: (i) IP Disputes; and (ii) any claim for injunctive relief. Additionally, BitTitan may bring an action in any court of competent jurisdiction to collect any Fees not paid when due.

(c) No Class Arbitrations, Class Actions or Representative Actions. You and BitTitan agree that any Dispute is personal to You and BitTitan, and that any Dispute shall only be resolved through individual arbitration and shall not be brought as a class arbitration, a class action, or any other representative proceeding. You and BitTitan agree that there will be no class arbitration or an arbitration where a person brings a Dispute as a representative of any

other person or persons. Further, You and BitTitan agree that a Dispute cannot be brought as a class or other type of representative action, whether inside or outside of arbitration, or on behalf of any other person or persons.

(d) Federal Arbitration Act. You and BitTitan agree that this Agreement affects interstate commerce and that the enforceability of Section 11 shall be governed by, construed, and enforced, both substantively and procedurally, by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") to the maximum extent permitted by applicable law.

(e) Confidentiality. The arbitrator, BitTitan, and You shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

(f) Process. For any Dispute between You and BitTitan, You and BitTitan will first attempt to negotiate any Dispute informally for 30 days before initiating or seeking to compel any arbitration or to resolve any claim in court (where permitted). Such informal negotiations commence upon written notice from one party to the other ("Notice"). The Notice to BitTitan must be sent by certified mail addressed to: Legal Counsel, 10801 N Mopac Expressway, Building 1, Suite 100, Austin, TX, 78759. Any Notice by You must (i) include Your name, residence address, and the email address and/or mobile telephone number associated with your Services Account; (ii) describe the nature and basis of the claim; and (iii) set forth the specific relief sought. The Notice from BitTitan will be sent to the email address and/or other applicable contact details associated with Your Services Account and will describe items (ii) and (iii) above. If You and BitTitan cannot reach an agreement to resolve the claim within 30 days after such Notice is received, then either party may, as appropriate and in accordance with this Section 12.7, commence an arbitration proceeding or file a claim in court in accordance with this Section 12.7. You and BitTitan agree that any arbitration or court proceeding must be commenced or filed within one year of a Dispute arising; otherwise, the Dispute is permanently barred. In the event that You and BitTitan cannot resolve a Dispute and You do not pursue your claims through court, you or BitTitan shall promptly submit the Dispute to binding arbitration at the office of the Judicial Arbitration and Mediation Services ("JAMS"). In the event JAMS

declines or is unable to administer the arbitration, You and BitTitan will use an arbitration forum or arbitrator that You and BitTitan mutually agree upon. If, after making a reasonable effort, You and BitTitan are not able to agree upon an arbitration forum or arbitrator, JAMS or a court having proper jurisdiction will appoint an arbitration forum or arbitrator. The arbitration will be conducted in accordance with the JAMS Streamlined Arbitration Rules and Procedures (“JAMS Rules”) then in effect. The arbitrator shall issue a standard form of award. If You are an individual, You and BitTitan each shall bear your own costs and fees of such arbitration; provided that Your costs of initiating the arbitration shall be limited to \$500, and BitTitan shall pay the remainder of costs payable to JAMS for initiating the arbitration (but not any ongoing costs of maintaining the arbitration). The JAMS Rules and other information about JAMS and arbitration are available at <http://www.jamsadr.com/rules-streamlined-arbitration/> or by calling 1-800-352-5267. The JAMS Rules are hereby incorporated by reference. By agreeing to this Agreement, You either (1) acknowledge that You have read and understand the JAMS Rules or (2) waive reading the JAMS Rules and waive any claim that the JAMS Rules are unfair in any way. You and BitTitan agree that this Agreement governs the arbitration, and that the applicable JAMS Rules shall be subject to changes in procedures that JAMS may make from time to time.

(g) Appeals. The state or federal courts in Austin, Texas have exclusive jurisdiction over any appeals of an arbitration award and over any suit between the parties not subject to arbitration. Other than class procedures and remedies discussed above, the arbitrator has the authority to grant any remedy that would otherwise be available in court.

(h) Severability. You and BitTitan agree that if any term, clause or provision of Section 12.7 is found illegal, unconscionable or unenforceable, that term, clause or provision shall be severed and the remainder of this Section 12.7 shall be given full force and effect.

As limited by the FAA, this Agreement, and the applicable JAMS Rules, including JAMS Rule 8(b), the arbitrator will have the exclusive power and jurisdiction to make all procedural and substantive decisions concerning the Dispute; provided, however, that this power does not include the power to conduct a class arbitration or a representative action, which is prohibited by this Agreement (as stated above). The arbitrator may only conduct an

individual arbitration, and may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding, or any proceeding on behalf of or involving more than one person or persons.

12.9 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.

12.10 Applicable Law; Venue. 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. If for any reason a Dispute in any way proceeds in court rather than in arbitration as required under Section 12.7, regardless of whether the Dispute is an action, counterclaim or any other court proceeding, then except as set forth in Section 12.7(b), You and BitTitan agree that the state or federal courts in Austin, Texas have exclusive jurisdiction, and that any such Dispute must be commenced or filed within one year of arising; otherwise, it is permanently barred. This does not affect Your statutory rights.

12.11 Entire Agreement. This Agreement together with all documents and terms referenced herein, including all Policies on the Site, constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof, supersedes all prior or contemporaneous proposals, communications, and understandings, express or implied, oral, or written. In the event of any conflict between this Agreement and any Policy or other restrictions or terms, the applicable Policy or other restrictions or terms will control. All additional and conflicting terms and conditions presented with a purchase order, work order or in any communication (collectively, "PO") are hereby rejected and will be deemed null and void to the extent that they recite any terms other than price and quantity specified. In the event of a conflict between the terms of any PO and a provision herein, the terms of this Agreement will control.