TERASWITCH, INC.

Terms of Service

Effective Date: October 5th, 2026

This agreement between Teraswitch, Inc., a Commonwealth of Pennsylvania corporation ("Teraswitch"), and you ("You," "Your" or "Customer") consists of (a) these Terms of Service, (b) the Additional Terms (as defined below) and (c) any Teraswitch Order Form (as defined below), if applicable (collectively, this "Agreement"). This Agreement governs (i) Your use of the Teraswitch Services (as defined below) and (ii) all Teraswitch Order Forms (for the avoidance of doubt, whether or not these Terms of Service are expressly incorporated by reference in the applicable Teraswitch Order Form).

BY AGREEING TO A TERASWITCH ORDER FORM, CREATING AN ACCOUNT (AS DEFINED BELOW), USING TERASWITCH SERVICES OR OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOU ARE LAWFULLY ABLE TO ENTER INTO THIS AGREEMENT, HAVE READ THIS AGREEMENT AND ARE BOUND BY THIS AGREEMENT, AND YOU HEREBY AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU HEREBY REPRESENT AND WARRANT TO TERASWITCH THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, IN WHICH CASE, THE TERM “CUSTOMER” WILL REFER TO SUCH ENTITY. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT OR ARE NOT AN AUTHORIZED AGENT FOR CUSTOMER, DO NOT AGREE TO A TERASWITCH ORDER FORM, CREATE AN ACCOUNT OR OTHERWISE USE THE TERASWITCH SERVICES.

Customer may gain access to the Teraswitch Services by (a) creating an online customer account with Teraswitch (an “Account”) through the Teraswitch customer portal, or (b) entering into a Teraswitch Order Form. Account creation through the customer portal includes and requires clicking a box indicating Customer’s acceptance of this Agreement. Customer may access and manage its Account and purchase Teraswitch Services through the Teraswitch customer portal or API, using the functionality available through each interface.

Teraswitch reserves the right, at any time and from time to time, to update, revise, supplement, and otherwise modify this Agreement (including the Additional Terms) and to impose new or additional rules, policies, terms, or conditions on Your use of the Teraswitch Services. Teraswitch will communicate changes to this Agreement by posting the new version of this Agreement on its website or as otherwise determined by Teraswitch. For material changes, Teraswitch will provide You with at least thirty (30) calendar days' advance notice by email or through the Teraswitch customer portal before the updated Agreement takes effect. If You object to a material change, You may terminate the affected Teraswitch Services by written notice before the change's effective date, and Teraswitch will refund any pre-paid, unused Fees for the terminated Teraswitch Services on a pro-rated basis. Your continued use of any Teraswitch Services after the effective date of any change will constitute Your acceptance of such change.

1. DEFINITIONS

a. "Additional Terms" means the Service Specific Terms, the Support Policies, the Data Processing Addendum, the Data Act Addendum, the Privacy Policy, the Third Party Terms and any other terms and conditions disclosed to Customer in a Teraswitch Order Form, if applicable, through Customer's Account or in connection with accessing any Teraswitch Services, each of which are hereby incorporated by reference.

b. "Applicable Law" means all applicable laws, regulations, ordinances, rules, codes and orders of governmental authorities having jurisdiction over Teraswitch and Customer.

c. "Content Data" means all applications, files, data, information or other content uploaded to or published, displayed or backed up through the Teraswitch Services by Customer or Users, excluding Usage Data.

d. "Fees" means the prices Customer agrees to pay to access and use the Teraswitch Services inclusive of any discounts or promotional pricing provided.

e. "Infringement Claim" means any third party claim that the use by Customer solely of the Teraswitch Services, as used as contemplated in this Agreement, infringes any patent, trademark or copyright of a third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of Customer's actions) under the laws of the United States.

f. "Intellectual Property Rights" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

g. "Login Credentials" means any user IDs, passwords, authentication keys or security credentials that enable Customer's access to and management of the Teraswitch Services.

h. "Teraswitch Order Form" means any of: a written ordering document executed or approved by an authorized representative of each of Teraswitch and Customer; an order for Teraswitch Services submitted through Customer’s Account, including through the Teraswitch customer portal or API; or other mutual agreement between Teraswitch and Customer to order Teraswitch Services.

i. "Teraswitch Partner" means a third-party reseller or distributor authorized by Teraswitch to sell Teraswitch Services.

j. "Teraswitch Services" means Teraswitch's services, a current list of which is available at www.teraswitch.com.

k. "Service Specific Terms" means any additional terms that apply, in addition to these Terms of Service, to specific Teraswitch Services, which will be presented for acceptance prior to delivery of access to the applicable Teraswitch Service.

l. "Service Term" means the Initial Service Term (as defined below) plus any Renewal Term(s) (as defined below).

m. "Support" means the support services set out in the Support Policies or as otherwise set out in a particular Teraswitch Order Form.

n. "Support Policies" means the standard Teraswitch service level agreement in effect from time to time during the term of this Agreement and any other support policies for Teraswitch Services that Teraswitch may implement from time to time at its discretion.

o. "Third Party Product" means any non-Teraswitch-branded products and services (including hardware) and non-Teraswitch-licensed software products.

p. "Updates" means any updates, enhancements, modifications, improvements, patches and/or upgrades to any Teraswitch Services that Teraswitch generally makes available to its customers for no additional charge.

q. “Usage Data” means any and all information relating to the access, use, provision, operation, performance or security of Your Account (including the Teraswitch customer portal and API interfaces), the Teraswitch Services, and their supporting systems and infrastructure, including, without limitation, logs, metadata, telemetry (including out of band monitoring and network traffic and flow data), and any statistical or other analysis, information or data based on or derived from the foregoing.

r. "Users" means any users that access Your content or that use the Teraswitch Services under Customer's Login Credentials and/or with respect to Your Account.

2. ACCESS TO TERASWITCH SERVICES

a. ACCESS TO TERASWITCH SERVICES. Customer may access and use the Teraswitch Services for which it has registered (via a Teraswitch Order Form or through Customer's Account) solely for its own benefit and only in accordance with this Agreement. As a condition to using the Teraswitch Services, Customer must set up an authorized Account with Login Credentials. Customer will provide accurate and complete information in its Account and will update its information as necessary to keep it current. For purposes of fraud prevention, Teraswitch may require Customer to provide documentation verifying their identity and payment information. Failure to provide accurate information in response to such a request will result in the cancellation of Customer's order(s) and immediate termination of Customer's Account. Customer may access and manage its Account through the Teraswitch customer portal (currently available at console.tsw.io), or through the Teraswitch customer API (currently available at api.tsw.io), using the functionality available through each interface. Customer is solely responsible for the security of its and its Users' Login Credentials. Customer will ensure that its Users do not share Login Credentials with others. Customer is responsible for any use that occurs under its Login Credentials, including any activities by Users. If Customer believes an unauthorized person has gained access to Login Credentials, Customer will notify Teraswitch as soon as possible by email directed to support@teraswitch.com. Customer will ensure that Users comply with all terms and conditions of this Agreement and Customer remains responsible and liable for the acts and omissions of the Users. If Customer becomes aware of any violation by any User, Customer will immediately terminate that User's access to Content Data.

b. UPDATES TO TERASWITCH SERVICES. Teraswitch may change the Teraswitch Services at any time, and may add, modify or discontinue references, tiers, options or features, as well as upgrade performance of Teraswitch Services. Notwithstanding the foregoing, modifications to Third Party Products and urgent changes to the Teraswitch Services in response to security

risks, or legal or regulatory compliance updates may result in immediate modifications to the Teraswitch Services. In the case of an update that substantially degrades existing Teraswitch Services in use by Customer (removal of functionality, performance downgrade, etc.), Customer may terminate the relevant Teraswitch Services by notifying Teraswitch at support@teraswitch.com, within thirty (30) calendar days from the date the relevant update is implemented.

c. END OF LIFE. In the event that any Teraswitch Service or any significant function, feature of or component thereof reaches end-of-life, Teraswitch will attempt to notify You at least thirty (30) calendar days in advance of the end-of-life date (the "EOL Date"). Customer is responsible for migrating to a new Teraswitch Service before the EOL Date or otherwise cease using said Teraswitch Service before the EOL Date. Prior to the EOL Date, Teraswitch will offer a comparable Teraswitch Service for You to migrate to for the remainder of Your Service Term. If Teraswitch does not have a comparable Teraswitch Service to offer, or if the replacement Teraswitch Service (or any significant function, feature or component thereof) is offered at a significant increase in associated Fees and You elect to reject the offer, You may cease using the Teraswitch Services as of the EOL Date and request a pro-rated credit for any pre-paid and unused Fees. If you do not notify Teraswitch prior to the EOL Date of Your intent to cease using the Teraswitch Service and/or rejection of a replacement Teraswitch Service offering, then You will be deemed to have accepted the Teraswitch Service offer and will migrate to it for the remainder of Your Service Term.

d. SUPPORT. Subject to the terms and conditions of this Agreement, Teraswitch will provide Support to Customer for the Teraswitch Services. Customer acknowledges that Teraswitch is not responsible for technical issues that cannot be identified as being primarily caused by the Teraswitch Services.

e. HARASSMENT. Teraswitch reserves the right to terminate, without notice to You, Your Account and any and all Teraswitch Services where, in Teraswitch's sole discretion, You harass or threaten Teraswitch or any of Teraswitch's employees.

3. ORDERING

a. PURCHASES AND PRICING. Customer may purchase the right to access and use the Teraswitch Services by (i) registering for the applicable Teraswitch Services through Customer's Account, or (ii) entering into a Teraswitch Order Form. Teraswitch offers different types of rates depending on the type of Teraswitch Service (flat-rate, metered-usage, reserved, etc.). The Teraswitch Services, Fees, Service Term and payment arrangements applicable to an order are those specified in the applicable Teraswitch Order Form or determined by reference to Customer’s Account settings and applicable pricing and defaults for the Teraswitch Services at the time of order. To the extent the applicable Teraswitch Order Form expressly specifies terms for an order, those terms will govern that order instead of the otherwise applicable Account settings, pricing or defaults. These rates may be linked to a commitment to a particular period of use and/or a specific method of invoicing. Purchase of the Teraswitch Services includes access to any applicable Support during the Service Term. The provisioning time for Teraswitch Services may vary depending on the Teraswitch Services ordered. Some Teraswitch Services are made available only upon receipt by Teraswitch of payment from Customer in advance for the relevant Teraswitch Services. It is the responsibility of Customer to ensure the delivery terms for the ordered Teraswitch Services meet Customer's needs.

b. PAYMENT METHOD. Customer will pay Teraswitch in accordance with the default payment method identified in Customer’s Account, unless a different payment method is identified in the

applicable Teraswitch Order Form or otherwise selected by Customer for the applicable Teraswitch Services. Payment method options may include payment (i) by credit card, (ii) via eCheck/ACH, or (iii) through an online account with a third-party provider, or such other method(s) as Teraswitch may elect to approve. Customer will provide true, complete and accurate information with respect to the applicable method of payment and agrees to promptly contact Teraswitch and to otherwise update Customer's Account if any such information needs to be updated. Customer will ensure that Customer has sufficient funds or credit (as applicable) associated with the selected method of payment. Customer understands that the amounts charged or debited may vary and that its authorization for Teraswitch to charge or debit its method of payment will remain in effect until the expiration or termination of this Agreement. If an ACH payment is returned from the applicable bank account for insufficient or uncollected funds or for erroneous information, Teraswitch may reinitiate the returned ACH debit to the applicable bank account. Any amounts owed to Teraswitch that cannot be collected by ACH debit may be charged to any backup credit card on file for Customer.

c. PURCHASE ORDER. Where Customer requires a purchase order, Customer will provide Teraswitch with the applicable purchase order number, and will keep that information current, including on the renewal or expiry of any purchase order. Teraswitch will use reasonable efforts to include the purchase order number on invoices issued to Customer where Customer has provided it. Customer's obligation to pay Fees when due is not conditioned on the issuance, validity, expiry or sufficiency of any purchase order, and the absence or expiry of a purchase order or the exhaustion of amounts available under it will not relieve Customer of that obligation or extend any payment due date. Any additional or conflicting terms contained in any Customer purchase order, proposal or other document shall be deemed to be rejected by Teraswitch without need of further notice of objection, even if such document is acknowledged or accepted by Teraswitch, and regardless of any statement to the contrary which may be contained therein, and shall be of no effect or in any way binding upon Teraswitch.

d. PAYMENT TERMS. Customers who choose to pay by credit card or another payment method on file may be charged or debited on behalf of Teraswitch on or about the date Customer is invoiced by Teraswitch for the Teraswitch Services purchased. Regardless of payment method, Customer will pay all invoices issued by Teraswitch within five (5) calendar days of the date of the invoice or as otherwise set forth in an applicable Teraswitch Order Form. Except as otherwise provided in this Agreement or as otherwise provided by Applicable Law, all Fees are non-cancelable and non-refundable. Unless otherwise set forth in the Service Specific Terms or the applicable Teraswitch Order Form, Fees for flat-rate Teraswitch Services will be due in advance and Fees based on actual metered usage of a Teraswitch Service will be due in arrears. If any payment is delinquent (including if payment is late due to a credit card chargeback or insufficient funds), Teraswitch may, without limiting any remedies available to Teraswitch: (i) terminate this Agreement or any applicable Teraswitch Services; or (ii) suspend performance of or access to the applicable Teraswitch Services, until payment is made current. Customer will pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by Applicable Law. If Teraswitch terminates this Agreement or any applicable Teraswitch Services for non-payment, then, with respect to each affected Service Term, any unpaid Fees that Customer has committed to pay for the remainder of that Service Term shall be due immediately. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Teraswitch in collecting any delinquent amounts. All Fees are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Teraswitch Services will be paid by Customer. Teraswitch reserves the right to increase prices for Teraswitch Services at any time, although increases in prices for Teraswitch Services

will not go into effect until the next renewal of the Service Term. Upon commencement of any Renewal Term, unless otherwise provided in the terms of an applicable promotion or provided in a Teraswitch Order Form, any promotional pricing or discounts shall automatically discontinue, and Customer shall be charged the rates for the Teraswitch Services posted on the Teraswitch website or detailed in the applicable Teraswitch Order Form. Where required by Applicable Law for Customers who are consumers, Teraswitch will send a renewal reminder notice before any automatic renewal of a Service Term of one year or longer, and will provide a cancellation mechanism that is at least as simple as the method used to enroll. If Customer purchases through a Teraswitch Partner, all fees and other procurement and delivery terms will be agreed between Customer and the applicable Teraswitch Partner. EXCEPT AS REQUIRED BY APPLICABLE LAW OR AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TERASWITCH IS NOT OBLIGATED TO REFUND ANY FEES OR OTHER PAYMENTS ALREADY PAID.

e. INVOICE DISPUTES. If the parties determine that certain billing inaccuracies are attributable to Teraswitch, Teraswitch will apply credit to Customer's Account. To the fullest extent permitted by law, Customer waives all claims relating to Fees unless claimed within sixty (60) calendar days after being invoiced by Teraswitch.

f. EU CONSUMER POLICY. If You are a consumer based in the EU (meaning a natural person acting for purposes outside Your trade, business, craft, or profession), You have the right to cancel this Agreement within fourteen (14) calendar days of the date on which You requested the Teraswitch Services, without giving any reason. To exercise Your right to cancel, You must notify Teraswitch of Your decision to cancel this Agreement by email directed to support@teraswitch.com. To meet the fourteen (14) calendar day deadline provided above, it is sufficient for You to send Your notification concerning the exercise of the right to cancel before the cancellation period has expired. If You exercise Your right to cancel under this Section 3(f), we will reimburse to You all payments received from You without undue delay and not later than fourteen (14) calendar days from the day on which we are informed about Your decision to cancel the Agreement. We will make the reimbursement using the same means of payment as You used for the initial transaction, unless You have expressly agreed otherwise; in any event, You will not incur any fees as a result of the reimbursement. By requesting deployment or provisioning of any Teraswitch Service, You expressly request that performance of the Teraswitch Services begin immediately, before the end of the cancellation period described above. If You are a consumer based in the EU and You have agreed to the Teraswitch Services commencing immediately, You will be required to pay a pro-rated amount of the Fees applicable to the Teraswitch Services You have requested based on the initial Fees You have paid for the Teraswitch Services and the date on which You exercise Your statutory right to cancel the Agreement.

4. CONFIDENTIALITY

As used in this Agreement, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data, regardless of whether it is in tangible form, disclosed by either Teraswitch or Customer (the "Disclosing Party") that the Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) calendar days of disclosure to the other party (the "Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information of the Disclosing Party even if not so marked or identified. Teraswitch's Confidential Information includes, without limitation, the Teraswitch Services, any information related thereto and the Login Credentials. Information will not be

deemed Confidential Information if such information: (a) is known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is developed independently by the Receiving Party without use of any Confidential Information of the Disclosing Party. Each party agrees that it will use the Confidential Information of the other party solely to perform its obligations or exercise its rights under this Agreement. Neither Teraswitch nor Customer will disclose, or permit to be disclosed, the other party's Confidential Information directly or indirectly, to any third party without the other party's prior written consent. Both Teraswitch and Customer will use commercially reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the other party's Confidential Information, in whole or in part: (i) to its employees, officers, directors, consultants and professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives) who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as required by Applicable Law (in which case each party will, if permitted by Applicable Law, provide the other with prior written notification thereof and use its reasonable efforts to minimize such disclosure to the extent permitted by Applicable Law). Both Teraswitch and Customer agree to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Both Teraswitch and Customer will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

5. INTELLECTUAL PROPERTY AND RESTRICTIONS

a. OWNERSHIP. This Agreement contains a limited right to access and use the Teraswitch Services during a Service Term, not a transfer of title to the Teraswitch Services. All Intellectual Property Rights in the Teraswitch Services belong exclusively to Teraswitch and its licensors. Customer is granted no licenses of any kind to any Intellectual Property Rights other than as expressly granted herein. Customer will not do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title, and interest of Teraswitch in and to the Intellectual Property Rights. Customer will not delete or in any manner alter the copyright, trademark, or other proprietary rights notices or markings that appear on the Teraswitch Services as delivered to Customer. Except as expressly authorized in this Agreement, You will not make any copies or duplicates of any Teraswitch Services without the prior written permission of Teraswitch. To the extent Customer provides any suggestions, comments or other feedback related to the Teraswitch Services to Teraswitch or its authorized third-party agent(s) ("Feedback"), Customer hereby grants Teraswitch a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sublicensable, transferable license to copy, display, distribute, perform, modify and otherwise use such Feedback or subject matter thereof in any way and without limitation.

b. RESTRICTIONS. Except as otherwise expressly provided under this Agreement, Customer will have no right, and Customer specifically agrees not to, and will take commercially

reasonable steps to ensure that each User does not: (i) transfer, assign or sublicense the Teraswitch Services to another person or entity, and Customer acknowledges that any such attempted transfer, assignment or sublicense will be void; (ii) make error corrections to, or otherwise modify or adapt, the Teraswitch Services or create derivative works based upon the Teraswitch Services, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Teraswitch Services to human-readable form, except to the extent otherwise expressly permitted under Applicable Law notwithstanding this restriction; (iv) disclose, provide or otherwise make available trade secrets contained within the Teraswitch Services in any form, to any third party without the prior written consent of Teraswitch; or (v) use or access the Teraswitch Services (A) to develop any similar software applications, products or services, (B) to spam, distribute malware or conduct other malicious, abusive, intrusive or illegal activities, including denial of service attacks, (C) to engage in cryptocurrency mining, (D) in a way that could harm the Teraswitch Services or impair anyone else's use of it, (E) in a way intended to work around the Teraswitch Services' technical limitations, recurring fees or usage limits, (F) to violate any rights of others, (G) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Teraswitch Services or any other service, device, data account or network or (H) in any application or situation where failure of the Teraswitch Services could lead to the death or serious bodily injury of any person or to severe physical or environmental damage. For the sake of clarity, cryptocurrency mining, denial of service attacks, spamming or any other activity designed to, or capable of disrupting, damaging or limiting the functionality of any Teraswitch Services is strictly prohibited. This does not affect the Customer's right to use consensus mechanisms such as “proof of stake” to verify transactions in the blockchain, provided that any such mechanisms do not fall under the restrictions set forth above.

6. MONITORING

Teraswitch reserves the right to verify Your compliance with this Agreement. If Teraswitch contacts Customer to verify compliance, Customer will provide information or other materials reasonably requested to assist in the verification (For German customers only: A Customer from Germany is only obliged to provide information necessary for such verification, available to the Customer and reasonably requested for such verification). Teraswitch may monitor the overall performance and stability of the infrastructure of the Teraswitch Services. Customer may not block or interfere with that monitoring. If Teraswitch reasonably believes a problem with the Teraswitch Services may be attributable to Content Data or Customer's use of the Teraswitch Services, Customer will cooperate with Teraswitch to identify the source of and resolve that problem.

7. CONTENT DATA

a. CONTENT DATA RIGHTS. As between Customer and Teraswitch, Customer retains all right, title, and interest in the Content Data, except for the limited license expressly granted by Customer to Teraswitch in this Section 7. Customer hereby grants to Teraswitch a royalty-free, fully paid up, worldwide, sublicensable, non-transferable (except as set forth in Section 21(j)) right and license to copy, display, distribute, modify and otherwise use the Content Data, solely as necessary to provide the Teraswitch Services to Customer. Customer further acknowledges that Teraswitch may collect Usage Data and may aggregate and/or anonymize Usage Data to use for statistical purposes and share samples of such aggregated and/or anonymized Usage Data with other third parties. (For German customers only: If Customer is from Germany, Teraswitch may only collect and aggregate anonymized Usage Data to use for statistical

purposes and share samples of such aggregated and anonymized Usage Data with other third parties.)

b. CUSTOMER REPRESENTATIONS AND OBLIGATIONS. Customer will only use the Teraswitch Services with Content Data to which it has full right, title or license. Customer represents, warrants and covenants that its use of the Teraswitch Services and related backup to and storage of Content Data complies and will comply with all Applicable Laws, including those related to data privacy, data security, international communication and the exportation of technical, personal or sensitive data. Customer will not, and will take commercially reasonable steps to ensure that each User does not, distribute, publish, store or transmit content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that is illegal, unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (v) contains any information or content that You do not have a right to make available under any law or under contractual or fiduciary relationships. Customer represents and warrants that the Content Data does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. If Customer becomes aware that any of the Content Data or any User's access to or use of the Content Data violates this Agreement, Customer will take immediate action to remove the applicable part of Content Data or suspend the User's access. Customer will ensure that Customer's use of the Teraswitch Services complies at all times with Customer's privacy policies and all Applicable Laws, including any encryption requirements. Customer is solely responsible for Content Data. Except as provided in the Data Processing Addendum, Customer is responsible for protecting the security of Content Data, including any access to Content Data that Customer provides to its employees, customers or other third parties, and when it is in transit to and from the Teraswitch Services. Customer must take and maintain commercially reasonable steps regarding the security, protection and backup of Content Data, which might include the use of encryption technology to protect Content Data from unauthorized access. Customer is responsible for providing any necessary notices to Users and for obtaining any legally-required consents from Users concerning their use of the Teraswitch Services. Customer is responsible for any losses or other consequences arising from Customer's failure to encrypt or back up Content Data. Customer will have and maintain appropriate policies and procedures for cybersecurity and to ensure compliance with its regulatory or legal obligations.

c. DIGITAL MILLENNIUM COPYRIGHT ACT. Teraswitch respects the intellectual property rights of others and asks that our Customers do the same. The contact information for our Digital Millennium Copyright Act ("DMCA") agent is as follows:

DMCA Agent: Abuse Department, Teraswitch, Inc.

30 Isabella Street, Pittsburgh, PA 15212

Phone: +1 (412) 945-7045

Email: abuse@teraswitch.com

If You believe Your copyright is being infringed by content or material on the Teraswitch network, You may submit a notice of claimed infringement to Teraswitch’s DMCA agent (“DMCA Notice”). In most instances, Teraswitch does not have access to content or material hosted by Teraswitch Customers or the ability to remove it. Whenever possible, we encourage You to contact the Teraswitch Customer directly. Upon receipt of a valid DMCA notice, Teraswitch will forward Your

notice to the appropriate Teraswitch Customer and provide it with the origin IP address or other information to help it locate the content or material at issue.

Teraswitch has adopted and implemented a policy providing for the termination, in appropriate circumstances, of services to Teraswitch Customers who are repeat infringers.

For a DMCA Notice to be valid, it must be provided to Teraswitch and include substantially the following information:

- Your signature (physical or electronic);
- Identification of the copyrighted work that You claim has been infringed;
- Identification of the infringing content or material and information sufficient to permit Teraswitch to locate the material, including origin IP address and/or URL;
- Information by which Teraswitch can contact You, such as a mailing address, email address, and telephone number;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notice is accurate, and under penalty of perjury, that You are either the owner of the copyright that has allegedly been infringed or that You are authorized to act on behalf of the copyright owner.

Please be aware that if You knowingly materially misrepresent that content or material on the Teraswitch network is infringing Your copyright, You may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

If You believe that the content or material was removed or access to it was disabled by mistake or misidentification, You may submit a counter-notice to our DMCA agent requesting the reinstatement. A counter-notice must contain substantially the following information:

- Your signature (physical or electronic);
- Identification of the content or material that has been removed or to which access has been disabled and the location at which the content or material appeared before it was removed or access disabled;
- Information by which Teraswitch can contact You, such as a mailing address, email address, and telephone number;
- A statement under penalty of perjury by You that You have a good faith belief that the content or material was removed or disabled as a result of a mistake or misidentification.
- A statement that You will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the content or material may be found) and that You will accept service from the person (or an agent of that person) who provided the content or material with the complaint at issue.

The DMCA allows us to restore access to the removed content or material if the party filing the original DMCA Notice does not file a court action against You within ten business days of receiving the copy of Your counter-notice.

All DMCA notices and counter-notices must be written in the English language and readily accessible. Any attempted notifications written in foreign languages or using foreign characters will be deemed non-compliant and disregarded.

8. THIRD PARTY PRODUCTS

Customer is responsible for any Third Party Products that a third party licenses, sells or makes available to Customer that Customer installs or uses with the Teraswitch Services. Customer's use of such Third Party Products is governed by separate terms between Customer and that third party. Teraswitch is not a party to and is not bound by any of those separate terms. Customer is responsible for all fees and costs associated with its use of such Third Party Products, including responsibility for any usage-based or overage charges, or increases in fees or other assessments from the applicable third party. Certain Third Party Products may carry a limited warranty from the third-party provider of such Third Party Products. To the extent required or allowed, if Teraswitch makes available to Customer a Third Party Product in connection with Customer's use of the Teraswitch Services, Teraswitch will pass through to Customer any such manufacturer warranties related to such Third Party Products. Notwithstanding the foregoing, Customer acknowledges that Teraswitch is not responsible for the availability or for the fulfillment of any Third Party Product warranty or for problems attributable to use of Third Party Products. ALL THIRD PARTY PRODUCTS ARE PROVIDED BY TERASWITCH ON AN "AS IS" BASIS. You are responsible for reviewing, accepting, and complying with any third-party terms of use or other restrictions applicable to the Third-Party Product. Teraswitch reserves the right to suspend or terminate any Third-Party Products at any time. The third party terms applicable to Third Party Products made available by Teraswitch may be modified from time to time (the "Third Party Terms").

9. TERM AND TERMINATION

a. TERM. This Agreement will be effective upon Customer's entering into a Teraswitch Order Form or when Customer otherwise clicks a box agreeing to this Agreement (during Account creation or otherwise) and, unless earlier terminated as set forth in this Agreement, will continue in effect with respect to the applicable Teraswitch Services for the initial service term specified or determined for those Teraswitch Services in accordance with Section 3(a), which may be hourly, monthly, annual, or another agreed period (the "Initial Service Term"). The frequency of invoicing or collection of payment does not, by itself, determine or extend a Service Term. SUBJECT TO SECTION 9(b) AND APPLICABLE LAW, AND UNLESS OTHERWISE SET FORTH IN THE APPLICABLE TERASWITCH ORDER FORM IN ACCORDANCE WITH SECTION 3(a), THE SERVICE TERM FOR THE APPLICABLE TERASWITCH SERVICES WILL AUTOMATICALLY RENEW FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL SERVICE TERM (EACH, A "RENEWAL TERM"), UNLESS EITHER PARTY GIVES NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) CALENDAR DAYS PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM OR, IF THE SERVICE TERM IS ONE MONTH OR LESS, EITHER PARTY MAY GIVE NOTICE OF NON-RENEWAL AT ANY TIME PRIOR TO THE END OF THE THEN-CURRENT SERVICE TERM. Customer may provide notice of non-renewal by using the termination functionality made available for the applicable Teraswitch Services in Customer’s Account, or, if such functionality is not available, by email directed to support@teraswitch.com.

b. TERMINATION FOR CONVENIENCE. Unless otherwise stated in this Agreement or an applicable Teraswitch Order Form, Customer may terminate this Agreement or any applicable

Teraswitch Services for convenience before the end of the applicable Service Term(s) by giving Teraswitch at least thirty (30) calendar days' advance written notice. If Customer elects to terminate this Agreement or any applicable Teraswitch Services for convenience in accordance with this Section 9(b), then, except as otherwise expressly provided in this Agreement or required by Applicable Law, with respect to each affected Service Term, (i) any Fees prepaid for that Service Term are non-refundable, and (ii) Customer will be subject to an early termination fee equal to the unpaid Fees that Customer has committed to pay for the remainder of that Service Term, as determined in accordance with the applicable Teraswitch Order Form and Section 3(a).

c. TERMINATION FOR CAUSE. In addition to any other termination rights set forth in this Agreement, (i) Teraswitch can terminate this Agreement and/or any affected Teraswitch Services immediately upon written notice to Customer if Customer breaches Section 5(b) or Section 7(b); and (ii) either party can terminate this Agreement and/or any affected Teraswitch Services upon written notice to the other party if (A) such other party breaches this Agreement (other than breaches of Section 5(b) or 7(b)) and fails to cure such breach within thirty (30) days of receipt of written notice thereof or (B) such other party (1) becomes insolvent, admits in writing its inability to pay debts as they mature or makes an assignment for the benefit of creditors; (2) becomes subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding; or (3) an equivalent or similar event or proceeding occurs in respect of the Customer in any jurisdiction (in each case of (1), (2) and (3), which, if initiated involuntarily, is not dismissed within forty-five (45) calendar days of its institution).

d. EFFECTS OF TERMINATION. Termination of this Agreement will terminate all Teraswitch Services, but termination of one or more Teraswitch Services will not, by itself, terminate this Agreement or any other Teraswitch Services. SUBJECT TO SECTION 9(e), TERMINATION OF ANY TERASWITCH SERVICES WILL CAUSE SUCH TERASWITCH SERVICES TO CEASE FUNCTIONING AND RESULT IN CUSTOMER NOT BEING ABLE TO ACCESS THE ASSOCIATED CONTENT DATA. FOLLOWING TERMINATION OF ANY TERASWITCH SERVICES, TERASWITCH WILL DELETE OR DESTROY THE ASSOCIATED CONTENT DATA (WITHOUT PREJUDICE TO SECTION 9(e) BELOW AND EXCEPT AS RETENTION IS REQUIRED BY APPLICABLE LAW). The termination of this Agreement for any reason will not affect: (i) the obligations of Customer and Teraswitch to account for and pay to one another any amounts for which they are obligated by virtue of transactions or events which occurred prior to the effective date of termination; or (ii) any other obligation or liability which either Customer or Teraswitch has to the other under this Agreement and which, by its nature, would reasonably be expected to survive termination. The following Sections will survive any expiration or termination of this Agreement: 1, 3(b), 3(c), 4, 5, 7(a), 9(d), 9(e), 11, 12, 13, 14, 15, 18(b), 19 and 21.

e. CONTENT DATA POST EXPIRATION OR TERMINATION. Before expiration or termination of the applicable Service Term, Teraswitch recommends that Customer ensure it has a copy of its Content Data that can be accessed without the Teraswitch Services. Except as otherwise expressly provided in this Agreement or required by Applicable Law, Teraswitch has no obligation to extend Customer’s access to the Teraswitch Services or Content Data beyond the applicable Service Term. Teraswitch may agree in writing to extend access solely for retrieval of Content Data, subject to this Agreement and the applicable Fees. Where applicable, retrieval rights and the associated Fees are governed by the Data Act Addendum. Based on a subpoena, law enforcement request, court order or Customer’s violation of this Agreement, Teraswitch may terminate your account immediately. In such cases, Customer may not be provided with the ability to access and retrieve its Content Data.

f. EVALUATION. At its sole discretion Teraswitch may make one or more features of the Teraswitch Services available to you on an evaluation or beta basis for a period determined by Teraswitch in its sole discretion (the "Evaluation Period"). Notwithstanding any other provision of this Agreement: Teraswitch may terminate the Evaluation Period at any time for convenience; the Teraswitch Services during the Evaluation Period are offered without Support and "AS IS" without indemnification or warranty of any kind but without prejudice to the statutory rights of consumers based in the EU. Upon expiration of the Evaluation Period, You will not have access to the Evaluation Service or to any Content Data therein.

10. SUSPENSION

a. GENERALLY. Teraswitch may suspend Your use of the Teraswitch Services if Teraswitch reasonably determines: (i) Customer, or Customer's use of the Teraswitch Services, is in breach of this Agreement; (ii) Customer fails to address Teraswitch's request to take action as specified in Section 7(b); (iii) Customer's use of the Teraswitch Services poses a security risk to the Teraswitch Services or other users of the Teraswitch Services; (iv) suspension is warranted pursuant to Teraswitch's receipt of a subpoena, court order, or a request by a law enforcement agency; or (v) as otherwise expressly set forth in this Agreement. Teraswitch may give You notice before Teraswitch suspends You, subject to Applicable Law. However, Teraswitch reserves the right to suspend You, without prior notice if, in Teraswitch's sole discretion, you have violated this Agreement or Teraswitch reasonably determines that providing You with notice presents risk of harm to the Teraswitch Services or any person or property. Teraswitch is entitled to obtain injunctive relief if Customer's use of the Teraswitch Services is in violation of any restrictions set forth in this Agreement.

b. EFFECT OF SUSPENSION. You will remain responsible for all Fees incurred before or during any suspension. You will not be entitled to any service credits under any applicable Service Level Agreement that You might have otherwise accrued during the period of suspension.

11. ALLOCATION OF RISK

Customer acknowledges and agrees that Teraswitch has set its prices and entered into this Agreement and permitted Customer's access to the Teraswitch Services in reliance upon the disclaimers of warranty and the limitations of liability in this Agreement, that the same reflect an allocation of risk between Teraswitch and Customer (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between Teraswitch and Customer. If Customer is subject to Applicable Laws that prohibit Customer from indemnifying Teraswitch as set forth herein or prohibit Customer from entering into the risk allocation arrangement set forth herein, then the terms of such provisions of this Agreement will apply to Customer only to the fullest extent permitted by Applicable Law, it being understood that Customer and Teraswitch each wish to enforce the provisions of this Agreement to the maximum extent permitted by Applicable Law.

12. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, TERASWITCH SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY, TERMS OR CONDITIONS WHATSOEVER. ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY

WARRANTIES OF NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY TERASWITCH AND ITS LICENSORS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. NEITHER TERASWITCH NOR ITS LICENSORS WARRANT THAT THE TERASWITCH SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE TERASWITCH SERVICES WILL BE COMPATIBLE WITH CUSTOMER'S DEVICES, OR THAT THE TERASWITCH SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND SAVE TO THE EXTENT SUCH ALLOCATION OF RISK IS NOT PERMITTED BY APPLICABLE LAW, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF TERASWITCH SERVICES IS WITH CUSTOMER. IN NO EVENT WILL TERASWITCH OR ITS LICENSORS BE LIABLE FOR ANY LOSS, LIABILITY, DAMAGES OR CLAIMS RELATED TO ANY REGULATORY OBLIGATIONS CUSTOMER MAY HAVE RELATED TO ITS CONTENT DATA.

13. LIMITATION OF TERASWITCH LIABILITY

a. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TERASWITCH BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST SAVINGS, LOST OR CORRUPTED CONTENT DATA, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OF CONTENT DATA, LOST REVENUE, BUSINESS INTERRUPTION, OR LOSS OF CAPITAL (IN EACH CASE, WHETHER DIRECT OR INDIRECT) OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TERASWITCH SERVICES FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT OR THE USE THEREOF, EVEN IF TERASWITCH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT FOR LIABILITY ARISING OUT OF TERASWITCH'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 14, THE AGGREGATE LIABILITY OF TERASWITCH IN CONNECTION WITH ANY AND ALL CLAIMS HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TERASWITCH SERVICES FURNISHED OR TO BE FURNISHED UNDER THIS AGREEMENT WILL IN ANY EVENT BE ABSOLUTELY LIMITED TO: (i) THE AMOUNT PAID TO TERASWITCH FOR THE TERASWITCH SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE CUSTOMER NOTIFIES TERASWITCH IN WRITING OF THE CLAIM FOR DAMAGES; OR (ii) IF GREATER, SUCH AMOUNT AS IS THE MINIMUM AMOUNT FOR WHICH TERASWITCH WOULD BE LIABLE UNDER APPLICABLE LAW.

b. IF CUSTOMER IS FROM GERMANY, NONE OF THE PROVISIONS OF THIS AGREEMENT SHALL EXCLUDE OR LIMIT ANY LIABILITY FOR DAMAGE FROM INJURY TO LIFE, BODY OR HEALTH OR ANY LIABILITY FOR ANY DAMAGE ARISING FROM GROSSLY NEGLIGENT OR INTENTIONAL BREACH OF DUTY OR OTHER CONDUCT.

c. FURTHER LIMITATIONS. Teraswitch's licensors and service providers will have no liability of any kind under this Agreement. Customer may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises. For German customers only, Customer may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises and the Customer obtains knowledge of the circumstances giving rise to the claim and of the identity of the obligor, or would have obtained such knowledge if he had not shown gross negligence.

14. COPYRIGHT, PATENT, TRADE SECRET, AND TRADEMARK INDEMNITY

a. INDEMNITY FOR TERASWITCH SERVICES. Subject to the remainder of this Section 14, Teraswitch will defend Customer against an Infringement Claim and indemnify Customer from the resulting costs and damages finally awarded against Customer to that third party by a court of competent jurisdiction or agreed to in settlement; provided that Customer: (i) promptly provides Teraswitch with notice of any Infringement Claim; (ii) grants Teraswitch sole control over the claim's defense and settlement, and any related action challenging the validity of the allegedly infringed patent, trademark or copyright; and (iii) reasonably cooperates in response to Teraswitch's requests for assistance. Customer may not settle or compromise any Infringement Claim without Teraswitch's prior written consent. Notwithstanding the foregoing, Teraswitch will have no obligation under this Section or otherwise with respect to any claim or award based on: (i) a combination of the Teraswitch Services with non-Teraswitch data, products, business processes or content, including Content Data; (ii) use of the Teraswitch Services for a purpose or in a manner not specified in this Agreement or the Service Specific Terms, or otherwise in a manner for which the Teraswitch Services were not designed; (iii) any modification of the Teraswitch Services made without Teraswitch's express written approval; or (iv) any Evaluation Service. This Section 14(a) states Your exclusive remedy for any Infringement Claims save that where the Customer is a consumer based in the EU, nothing in this Section 14(a) will limit or exclude the Customer's statutory rights except as permitted by Applicable Law.

b. INDEMNITY FOR THIRD PARTY PRODUCTS. To the extent required or allowed, Teraswitch will pass through to Customer any indemnities related to Third Party Products, if any. Notwithstanding the foregoing, Customer acknowledges that Teraswitch is not responsible for the fulfillment of any Third-Party Product indemnities or for problems attributable to use of Third-Party Products.

c. REMEDIES. If any component of the Teraswitch Services becomes, or in Teraswitch's opinion is likely to become, the subject of an Infringement Claim, Teraswitch will at Teraswitch's option and expense: (i) procure the rights necessary for Customer to keep using such component; (ii) modify or replace such component to make it non-infringing; or (iii) terminate this Agreement or the affected Teraswitch Services and refund any pre-paid Fees for the terminated Teraswitch Services on a pro-rated basis.

15. INDEMNITY BY CUSTOMER

Customer will, to the fullest extent permitted by Applicable Law, indemnify Teraswitch and its officers, directors, shareholders, employees and agents and their respective successors and assigns (collectively, the "Teraswitch Indemnified Parties") against and hold the Teraswitch Indemnified Parties harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees in connection with investigating, defending, or settling any claim relating to or arising out of any acts or omissions on the part of Customer which give rise to claims against the Teraswitch Indemnified Parties by third parties (unaffiliated with Teraswitch), provided any final settlement will require Teraswitch's consent (which will not be unreasonably withheld) if the final settlement or compromise does not provide for the unconditional and full release of the Teraswitch Indemnified Parties or if the final settlement or compromise requires the specific performance of the Teraswitch Indemnified Parties. In all events, Teraswitch will have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at Teraswitch's own cost. Customer will also indemnify and

hold harmless the Teraswitch Indemnified Parties for any costs and expenses, including reasonable attorneys' fees, incurred in responding to any subpoena, search warrant, or court order requiring production of information or documents related to Customer ("Requests"). Unless prohibited by court order or Applicable Law or based on its interpretation of Applicable Law, Teraswitch will notify Customer of any Requests received by Teraswitch.

16. U.S. GOVERNMENT PURCHASES

To the extent applicable, Teraswitch provides the Teraswitch Services, including related software and technology, as "Commercial Items," as that term has been defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms have been used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Teraswitch Services are provided to U.S. government customers (i) only as Commercial Items; and (ii) with only those rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Teraswitch to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

17. ANTICORRUPTION LAWS

Customer and Teraswitch each acknowledge that it is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA") and agrees to comply with its terms as well as any provisions of local law related thereto. Specifically, Customer and Teraswitch each are familiar with the provisions of the FCPA prohibiting the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment, and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the offering. Customer and Teraswitch each agree to not violate or knowingly let anyone violate the FCPA and that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA or any other applicable anti-corruption or anti-bribery law.

18. DATA PROTECTION AND PRIVACY COMPLIANCE

a. ROLES. If You are a business customer, our Data Processing Addendum governs Teraswitch’s processing of any personal data contained in Content Data. If You are an individual Customer, please refer to our Privacy Policy for information about our privacy practices.

b. RESTRICTED DATA. You represent and warrant that You will not provide or otherwise make available to Teraswitch any data or information that contains any (a) health insurance information, Protected Health Information subject to the Health Insurance Portability and Accountability Act (HIPAA), or other information regarding an individual’s health, medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; (b) biological or biometric data; or (c) any payment card information subject to the Payment Card Industry Data Security Standard (hereinafter, “Restricted Data”). You recognize and agree that Teraswitch will have no liability whatsoever under this Agreement or otherwise for any Restricted Data You provide in violation of this Section, and You agree to fully indemnify and hold harmless

Teraswitch from any third party claims resulting from a violation or alleged violation of this Section.

19. EU DATA ACT

The Data Act Addendum is incorporated into this Agreement by reference and applies in accordance with its terms. Where applicable, the Data Act Addendum controls over any conflicting provision of this Agreement to the extent of the conflict.

20. YOUR OBLIGATIONS

Customer represents and warrants that (a) Customer will use the Teraswitch Services only for lawful purposes and will comply with all Applicable Laws and (b) Customer's access to and collection, use, relocation, storage, disclosure and disposition of Content Data will comply with all Applicable Laws, including without limitation, all privacy and data security laws.

21. GENERAL PROVISIONS

a. PUBLICITY. Customer is permitted to state publicly that it is a customer of Teraswitch; however, Customer may not use the Teraswitch name, logo, or other identifying marks without Teraswitch's prior written consent. Customer agrees that Teraswitch may use Customer's name and logo online or in promotional materials. Teraswitch may also verbally reference Customer as a customer of the Teraswitch Services.

b. SEVERABILITY. Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect.

c. GOVERNING LAW AND VENUE. Except as otherwise expressly provided herein, this Agreement is governed by the laws of the Commonwealth of Pennsylvania, United States of America, without giving effect to any choice or conflict of law provision or rule. For any claims arising out of or relating to this Agreement or the Teraswitch Services each party hereby irrevocably agrees and submits to personal jurisdiction in the Commonwealth of Pennsylvania. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TERASWITCH SERVICES. Customer consents to service of process via email at the email address(es) provided by Customer and waives any requirement under the Hague Convention or other judicial treaty requiring that legal process be translated into any language other than English. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The courts in some countries will not apply U.S. law to some types of disputes. If You reside in one of those countries, then where U.S. law is excluded from applying, the laws of Your country of residence will apply to any dispute or difference arising out of or in connection with the Agreement.

d. OTHER APPLICABLE LAW. If You are otherwise subject to laws that prohibit Customer from agreeing to the foregoing governing law and/or venue provisions, then (i) the terms of such provisions of this Agreement will be deemed to be modified to reflect the governing law and/or venue required by Applicable Law; and (ii) Customer must, within thirty (30) calendar days of

the commencement of its Service Term, notify Teraswitch (by email directed to support@teraswitch.com) to identify the Applicable Laws that apply to Customer and the resulting modifications to the governing law and/or venue provisions of this Agreement, without prejudice to the statutory rights of consumers based in the EU.

e. ELECTRONIC SIGNATURE. Customer agrees that Teraswitch may provide Customer with information regarding this Agreement by posting the information in the Teraswitch customer portal, sending Customer an email, or communicating through a support ticket, and that doing so satisfies any obligation Teraswitch may have to provide the information in writing. Customer may have the right to withdraw consent and, when required by law, Teraswitch will provide Customer with paper copies upon request. To receive, access, and retain the notices, Customer must have Internet access and a computer or device with a compatible browser; software capable of viewing PDF files; and the ability to print and download and store PDF files. Customer confirms that Customer is able to receive, access, and retain information on the website. Customer may withdraw consent or update contact information by notifying Teraswitch through available support channels.

f. ENTIRE AGREEMENT. This Agreement sets forth the entire Agreement and understanding between Teraswitch and Customer regarding the subject matter hereof and supersedes any previous or contemporaneous communications, representations, proposals, commitments, negotiations, discussions, understandings, or agreements (including non-disclosure or confidentiality agreements), whether oral or written, regarding the same subject matter. In the event of any conflict between these Terms of Service and a Teraswitch Order Form, if applicable, the terms and conditions set forth in these Terms of Service will govern, except where these Terms of Service expressly permit different order-specific terms or where the parties expressly amend an identified provision in a written Teraswitch Order Form or amendment signed by authorized representatives of both parties.

g. WAIVER. The failure by Teraswitch at any time to enforce any of the provisions of this Agreement or any right or remedy under or at law or in equity, or to exercise any option herein provided, will not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by Teraswitch will not be deemed a continuing waiver but will apply solely to the instance to which such waiver is directed.

h. HEADINGS. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or extent of such section or in any way affect such section.

i. NO JOINT VENTURE. This Agreement will not be construed as creating any partnership, joint venture or agency relationship between Teraswitch and Customer.

j. ASSIGNMENT. Teraswitch may freely assign, transfer and/or delegate its rights and obligations under this Agreement but Customer may not assign, transfer and/or delegate its rights and obligations under this Agreement without Teraswitch's prior written consent (not to be unreasonably withheld). Any attempted assignment or transfer in violation of this Section will be void. Subject to these limits, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

k. NO THIRD-PARTY BENEFICIARIES. Other than as expressly provided in this Agreement, no third-party beneficiaries are intended or will be construed as created by this Agreement.

l. NOTICES. Any notice delivered by Teraswitch to Customer under this Agreement will be delivered by email to the email address associated with Customer's Account or by posting in the Teraswitch customer portal, except as otherwise set forth in this Agreement. Customer will direct

legal notices or other correspondence, including any complaints, under this Agreement (including under any Additional Terms) to Teraswitch, Inc., 30 Isabella Street, First Floor, Pittsburgh, PA 15212 United States, Attention: Legal Department, or by email directed to legal@teraswitch.com.

m. FORCE MAJEURE. Teraswitch will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond Teraswitch's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war. If such a force majeure event occurs and continues for a period of more than thirty (30) calendar days, either party may terminate this Agreement upon written notice to the other party.

n. EXPORT COMPLIANCE. Customer may not use or otherwise export or re-export the Teraswitch Services or any related software or technology except as authorized by United States law and the Applicable Laws of the jurisdiction in which the Teraswitch Services were obtained. In particular, but without limitation, the Teraswitch Services may not be exported or re-exported (i) into any U.S. embargoed country or region, or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List, Entity List or Unverified List. By using the Teraswitch Services, Customer represents and warrants that Customer is not located in any such country or on any such list. Customer also agrees that it will not use these products for any purposes prohibited by United States law. Customer is solely responsible for complying with all import, export, and re-export control laws, including but not limited to the Export Administration Regulations ("EAR") and the International Traffic in Arms Regulations ("ITAR"). Customer is also solely responsible for any applicable license requirements in connection with the Teraswitch Services, and Teraswitch makes no representations or warranties regarding the suitability of the Teraswitch Services for Customer's compliance with the EAR and/or ITAR.

22. QUESTIONS

Any questions regarding this Agreement should be directed to support@teraswitch.com.