

**Strangeworks, Inc.**

**USER TERMS**

Last Updated on March 1, 2019

These user terms ("*User Terms*") govern your use and access of the Strangeworks platform for hosted quantum computing services, related websites, and any related services and features (the "*Services*"). These User Terms are a binding legal agreement between you or the entity you represent ("*you*") and Strangeworks, Inc. ("*we*", "*us*", or "*Strangeworks*").

**Please be aware that these User Terms include, among other things, a binding arbitration provision that requires you to submit to binding and final arbitration on an individual basis to resolve disputes, rather than jury trials or class actions.** Please see Section 11, below.

**Please read these User Terms carefully, as they may have changed.** Though your access and use of the Services is governed by the User Terms effective at the time, please note that we may revise and/or update these User Terms from time to time in our sole discretion. If we make changes to these User Terms, we will notify you by email or by posting a notice through the Services prior to the effective date of the changes. We will also indicate at the top of this page the date that revisions were last made.

**IMPORTANT: SUBSCRIPTIONS AUTOMATICALLY RENEW.**

We may, either after an initial free trial period or at the beginning of your access to the Services, charge an automatically-renewing subscription fee for your use of the Services ("*Paid Services*").

- The Paid Services will automatically renew until you cancel them. We will continue to bill you until you affirmatively cancel the Paid Services.
- You can cancel the Paid Services whenever you want. To cancel, follow these instructions or the instructions included in your signup email. Cancelling will end the automatic renewals of your Paid Services, but we will keep any fees we have already collected from you (unless we are required by law to refund them).
- We will disclose the duration and cost of the Paid Services before you purchase the Paid Services and will confirm the duration and the cost of the Paid Services via email following your purchase.
- **BY USING OR ACCESSING THE PAID SERVICES, YOU ARE AGREEING TO BE BOUND BY THESE USER TERMS.**

These User Terms refer to the Strangeworks privacy policy (our "*Privacy Policy*"), hereby incorporated by reference, which also applies to your use of the Services and which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

**By clicking "I accept," otherwise electronically consenting to use the Services, or accessing or using the Services:**

**(a) You acknowledge that you've read, understood, and accept these User Terms and any additional documents or policies referred to in or incorporated into these User Terms;**

(b) If these User Terms have materially changed since you last accessed or used the Services, you acknowledge and agree that your continued access or use of the Services constitutes your acceptance of the changed User Terms;

(c) You represent and warrant that you are at least eighteen (18) years of age and have the right, authority, and capacity to enter into these User Terms, either on behalf of yourself or the entity that you represent; and

(d) You consent to receive communications from us electronically, and you agree that such electronic communications, notices, and postings satisfy any legal requirements that such communications be in writing.

1. **Accessing the Services.**

- a. *Access.* We grant you permission to access and use the Services during the Term (as defined in Section 9(a)) subject to the restrictions set out in these User Terms. It is a condition of your use of the Services that the information you provide is correct, current, and complete. Your use of the Services is at your own risk. You are responsible for making all arrangements necessary for you to have access to the Services. If we make any software available under separate licenses (e.g., open source licenses), the terms of such separate licenses (and not these User Terms) will apply to such software. From time to time, we may either (i) change the Services (either by adding, removing, or modifying certain features of the Services) (a "**Service Change**") or (ii) make the Services unavailable due to upgrades, replacements, and/or other maintenance (a "**Service Suspension**"). In the case of a Service Suspension, we will use commercially reasonable efforts to resume providing access to the Services following such Service Suspension after the event giving rise to such Service Suspension is cured. We will have no liability for any damages, losses, or any other consequences that you or any third party may incur as a result of a Service Change or a Service Suspension; provided, that if features of the Paid Services are materially degraded due to a Service Change or a Service Suspension, we may cancel all or part of the Paid Services and in our sole discretion refund all or a portion of any amounts paid.
- b. *Ownership.* We (or our licensors) own the Services and any machine learning (including machine learning algorithms) and system performance data and information generated by us (including data submitted to, collected by, or generated in aggregate form in connection with your use of the Services), you or third parties in connection with the Services, including proprietary rights of every kind and nature however denominated throughout the world, registered or unregistered, associated with such Services and data, information, and machine learning, such as patents, patent applications, copyrights, copyrightable works of expression, trademarks, service marks, trade names, rights of publicity and privacy, moral rights, know-how, trade secrets, software and database rights ("**IP Rights**"), any and all applications, registrations, renewals, or derivatives in connection with the foregoing IP Rights, all rights to obtain, register, perfect and enforce these IP Rights throughout the world, and any and all actions and rights to sue at law or in equity for any past or future infringement or other impairment of the foregoing IP Rights. Except as expressly provided herein, we do not grant you any express or implied rights, and all rights in and to the Services are retained by us.
- c. *Restrictions.* You may **not**: (i) use, practice, sell, resell, license, sublicense, make, offer for sale, have made, import, modify, adapt, appropriate, reproduce, distribute, perform, translate, create derivative works or adaptations of, publicly display, or in any way exploit or make available the Services in whole or in part (including for commercial purposes) except as expressly authorized by us; (ii) remove, obscure, or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of the Services or on any materials printed

or copied from the Services; (iii) decompile, reverse engineer, disassemble, or otherwise attempt to derive source code from the Services; (iv) use, evaluate, or view the Services (whether via manual process or through a robot, spider, or any other automatic device) for the purpose of gathering or extracting any data or content from the Services or designing, modifying, or otherwise creating any environment, program, or infrastructure or any portion thereof that performs functions similar to the functions performed by the Services; (v) use the Services in a service bureau or other manner to provide services to a third party; (vi) reformat or frame any portion of the Services; (vii) attempt to interfere with the proper working of the Services; (viii) use the Services to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature; or (ix) use the Services in violation of applicable law or to violate the security of any computer network.

- d. *Feedback.* If you send or transmit any communications or materials to us via the Services, by mail, email, telephone, or otherwise, suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, ideas, enhancements, improvements, feedback, development requests, or other information ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. You hereby assign to us all right, title, and interest in, and we are free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever without any requirements of attribution, compensation, or other requirements.

## 2. **User Accounts.**

- a. *User Accounts.* To access and use the Services, you must register an account with Strangeworks (a "**User Account**"). When you create a User Account, we may ask you to provide certain registration details or other information about yourself, such as your email address, profile name, password, bank account, and other pieces of information. You are responsible for all activities that occur in connection with your User Account. You will treat as confidential your User Account access credentials and will not to disclose them to any third party. You agree to immediately notify us at [legal@strangeworks.com](mailto:legal@strangeworks.com) if you have any reason to believe that your account credentials have been compromised or if there is any unauthorized use of your account or password, or any other breach of security. You may not impersonate someone else to create a User Account, create or use a User Account for anyone other than yourself, permit anyone else to use your User Account, or provide personal information for purposes of User Account registration other than your own.
- b. *Disabling User Accounts.* We have the right to disable or close any User Account at any time and for any reason or no reason. We will have no liability for any damages, losses, or any other consequences that you or any third party may incur as a result of disabling or closing your User Account; provided, that you have signed up for Paid Services, we may, under certain circumstances and in our sole discretion, refund all or a portion of any amounts paid.

## 3. **Fees.**

- a. *Paid Services.* We may charge you a fee for the Paid Services (a "**Fee**"), which will first be charged either at the expiration of your free trial period (if any) or when you register for a User Account, unless otherwise specified. The Fee is exclusive of any applicable federal, state, municipal or other taxes or duties, including VAT and GST (collectively, "**Applicable Taxes**"), unless otherwise specified. Your ability to access the Paid Services begins on the date you pay the applicable Fee and Applicable Taxes (if any) and continues on an annual or month-to-month basis, depending on the Paid Services you have purchased. We will

automatically renew your access to the Paid Services by charging the Fee plus any Applicable Taxes to the payment method you provided to us.

- b. *Opt-Out.* Unless you affirmatively opt out of automatic renewal, you hereby authorize us to renew or begin the Paid Services automatically at the end of each month. If you opt out of automatic renewal, your access to the Paid Services will terminate at the end of the month in which you opt out. You must maintain accurate and up-to-date payment information. We assume no responsibility or liability if your access to the Paid Services fails to renew or otherwise expires because of outdated or incorrect payment information.
- c. *Cancellation.* You may cancel the Paid Services at any point by following these instructions or the instructions included in your purchase confirmation email. If you cancel the Paid Services, your access to the Paid Services will continue until the last day of the month in which you cancelled, at which point it will expire. Purchase and/or redemption of the Paid Services is final and non-refundable; if you cancel or opt out, we will not issue you any refund, including partial or pro-rated refunds, unless required to do so by law.
- d. *Changes.* Without limiting Section 1(a), we reserve the right to modify, offer additional, or cease offering the Paid Services at any time in our sole discretion, including but not limited to changes in Fees, modifying the availability of, and eligibility requirements for, certain Paid Services, or modifying the features and functionality of certain Paid Services. We will provide you with thirty (30) days prior notice via email before changes in Fees take effect. Any changes to the Fees will be effective upon your next billing cycle, and will not apply retroactively or to the remainder of your current month. In the event we do migrate you to different Paid Services, or modify the Fee, you may opt out of these changes by disabling auto-renewal of the Paid Services or cancelling the Paid Services by following these instructions, but we will not issue you any refund, including partial or pro-rated refunds, unless required to do so by law. In addition to, and without limiting, the foregoing, you may add additional Paid Services at any time, in which case additional Fees will apply as of the date you elect to add such additional Paid Services.

#### 4. **User Code and User Content.**

- a. *User Code.* As part of your access and use of the Services, you may create software code or upload software code to the Services (collectively, "***User Code***"). You own your User Code; provided, however, that you hereby irrevocably grant us a world-wide, non-exclusive, royalty-free, license to (i) access, reproduce, modify, use and otherwise exploit User Code in connection with the Services and (ii) to create derivative works (by aggregating and/or anonymizing) of User Code to develop, enhance, provide and improve the Services. You represent that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Code as described herein.
- b. *User Content.* As part of your access and use of the Services, you may upload to the Services content, including, without limitation, text, images, and audio and video content (collectively, "***User Content***"). You own your User Content; provided, however, that you hereby irrevocably grant us a world-wide, non-exclusive, royalty-free, assignable, sublicensable, transferable license during the Term to make, have made, sell, offer for sale, import, practice, copy, publicly perform and display, reproduce, perform, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of User Content for any purpose. You irrevocably waive, and cause to be waived, against us and our users any claims and assertions of moral right or attribution with respect to User Content. We are not and will not be under any obligation, except as otherwise expressly set forth in these User Terms or our other

policies, (i) to maintain any User Content in confidence; (ii) to pay you any compensation for any User Content; (iii) to credit or acknowledge you for User Content; (iv) to respond to User Content; or (v) to exercise any of the rights granted herein with respect to User Content. We are not responsible for, and will not be liable for, User Content and you post User Content at your own risk. Without limiting the foregoing, you understand and acknowledge that you alone are responsible for User Content, and you, not us, assume all risks associated with User Content, including anyone's reliance on its quality, accuracy, reliability, appropriateness, or any disclosure by you of information in User Content that makes you or anyone else personally identifiable. You represent that you own or have the necessary rights, consents, and permissions to use and authorize the use of User Content as described herein. You may not imply that User Content is in any way sponsored or endorsed by Strangeworks. We reserve the right to remove User Content without prior notice for any reason, including, without limitation, if we are notified or have reason to believe that User Content infringes on another's intellectual property rights.

- c. *Restrictions.* Your User Content shall not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable; (ii) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age; (iii) infringe any patent, trademark, trade secret, copyright, or other intellectual property rights of any other person; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may be in conflict with these User Terms; (v) be likely to deceive or confuse any person; (vi) promotes or assists in any illegal activity; (G) involve contests, sweepstakes, barter, advertising, or pyramid schemes; (vii) involve the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"; or (viii) contain restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page).
- d. *Third-Party Content.* As part of your access and use of the Services, you may be exposed to content that originates from parties other than Strangeworks, including, without limitation, articles, text, images, and audio and video content ("**Third-Party Content**"). We are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Third-Party Content, and such Third-Party Content is not the responsibility of Strangeworks. We do not endorse any Third-Party Content or any opinion, recommendation, or advice expressed therein, and we expressly disclaim any and all liability in connection with such Third-Party Content

## 5. **Warranties.**

- a. *Disclaimer of Warranty.* STRANGWORKS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. NEITHER STRANGWORKS NOR ANY PERSON ASSOCIATED WITH STRANGWORKS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER STRANGWORKS NOR ANYONE ASSOCIATED WITH STRANGWORKS REPRESENTS OR WARRANTS THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION,

THIRD-PARTY SERVICES (AS DEFINED BELOW)) WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES (INCLUDING, WITHOUT LIMITATION, THIRD-PARTY SERVICES) WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

- b. *Third-Party Services.* You acknowledge and agree that your access and use of, and the proper performance of, the Services is dependent on the performance of services operated and/or provided by third parties, including, without limitation application programming interfaces (APIs), quantum processors, quantum computing software, quantum simulators and emulators, other quantum computing hardware, and/or other services operated or provided by third parties (collectively, "**Third-Party Services**") that are controlled by third parties (i.e., not Strangeworks) and that Strangeworks has no control over such third parties or Third-Party Services. Therefore, you use the Third-Party Services at your own risk and are responsible for your use of Third-Party Services, including, without limitation, being fully responsible and liable for any additional costs or expenses associated with Third-Party Services, procuring any and all rights necessary for your access to Third-Party Services, and compliance with the applicable third parties' terms and conditions applicable to your use of Third-Party Services. In addition to the termination rights we have in these User Terms, we may terminate your access to the Services if you violate the terms or conditions applicable to your use of any Third-Party Services.
- c. *Third-Party Sites.* As is typical online, the Services may contain hyperlinks to other websites and/or resources that are not controlled or operated by Strangeworks ("**Third-Party Sites**"). If there are Third-Party Sites linked to on the Services, either by Strangeworks or by you, these links are provided only for the convenience of our users. We have no control over the contents of Third-Party Sites, and therefore cannot accept responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the Third-Party Sites linked to the Services, you do so entirely at your own risk and subject to the User Terms and the terms and conditions of use for such websites.

## 6. **Confidentiality.**

- a. *Confidential Information.* "**Confidential Information**" means any information disclosed by Strangeworks to you under this Agreement, whether verbally, in writing, or by inspection of tangible objects. Confidential Information includes, but is not limited to, all Strangeworks product designs, capabilities, specifications, drawings, program code, mask work designs, models, documentation, components, software, test and development boards, hardware reference codes and platforms, architectures, agreement terms, financial and pricing information, business and marketing plans, actual and potential customers and suppliers, information regarding the skills and compensation of Strangeworks employees, and the Services and the IP Rights.
- b. *Obligation of Confidentiality.* You agree that you will: (i) hold in confidence and not disclose the Confidential Information to third parties except as permitted by this Agreement or to your employees, agents, or consultants a need-to-know basis (provided, that you will bind any such employees, agents and consultants to the confidentiality restrictions set forth herein and will be responsible for any breach of the confidentiality restrictions set forth herein by such employee, agent, or consultant); and (ii) only use the Confidential Information to fulfill your obligations and exercise your rights under this Agreement.

- c. *Exclusions.* The confidentiality obligations set forth herein do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of yours; (ii) was known by your party before you received the Confidential Information; (iii) is rightfully obtained by you from a third party without breach of any confidentiality obligation; and/or (iv) is independently developed by you without using the Confidential Information. You may also disclose the Confidential Information to the extent required by law or court order, provided you give advanced notice (if permitted by law) to Strangeworks and cooperate in any effort by Strangeworks to obtain confidential treatment for the information.
- d. *Remedies.* You acknowledge that disclosing the Confidential Information will cause irreparable harm to Strangeworks for which damages alone may be insufficient, and therefore that Strangeworks is, and will be, entitled to seek injunctive relief for breach of the confidentiality obligations set forth herein.

7. **Limit of Liability.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL STRANGeworks BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ON ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT INCLUDING NEGLIGENCE, OR HOWSOEVER OTHERWISE) ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL STRANGeworks BE LIABLE TO YOU (REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) FOR MORE THAN THE GREATER OF (1) \$1000 OR (2) THE AMOUNT OF FEES YOU PAID TO US FOR THE PAID SERVICES FOR THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH YOU FIRST ASSERT A CLAIM.

THE LIMITATIONS OF THIS SECTION WILL NOT APPLY TO ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY LAW.

8. **Indemnification.**

As a necessary condition of your use of the Services, you agree to be responsible for the consequences flowing from your use of the Services and any violation of these User Terms. Therefore, you hereby agree to defend, indemnify, and hold harmless Strangeworks, its affiliates and licensors and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) resulting from your violation of these User Terms or your use of the Services, including, without limitation, (i) any use of the Services, and any related products, services, or materials other than as expressly authorized in these User Terms or your use of any information obtained from the Services, (ii) your violation of any term of these User Terms, (iii) your violation of any third party rights, including without limitation intellectual property or privacy rights, (iv) your violation of law, (v) your use of any services provided by third party service providers, (vi) any breach of any of your representations and warranties and (vii) your use of the Services in combination with other material or in a manner not contemplated by these User Terms.

9. **Term and Termination.**

- a. *Term.* These User Terms begin on the day you click "I accept" or otherwise indicate your assent and continue until one party terminates these User Terms pursuant to the below subsection (b) or (c) (the "**Term**").
- b. *Termination by you.* You may terminate these User Terms at any time by closing your User Account and discontinuing your use of the Services.
- c. *Termination by us.* We may close your User Account, suspend your ability to use certain portions of the Services, and/or ban you altogether from the Services for any or no reason, and without notice or liability of any kind.
- d. *Survival.* The following provisions will survive the termination of these User Terms: 1(b); 1(c); 1(d); 2(b); 3; 4(d); 5 through 8; 9(d); and 10 through 14.

10. **Governing Law.**

You agree that: (i) the Services will be deemed solely based in Texas; and (ii) the Services will be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than Texas. These User Terms are governed by the internal substantive laws of the State of Texas, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in Travis County, Texas for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Travis County, Texas is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

11. **Arbitration and Class Action Waiver.**

- a. *Arbitration.* READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM STRANGeworks. For any dispute with Strangeworks, you agree to first contact us at [legal@strangeworks.com](mailto:legal@strangeworks.com) and attempt to resolve the dispute with us informally. In the unlikely event that Strangeworks has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these User Terms, or the breach or alleged breach thereof (collectively, "**Claims**"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com). The arbitration will be conducted in Travis County, Texas, unless you and Strangeworks agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Strangeworks from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.
- b. *Class Action/Jury Trial Waiver.* WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES



FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT TO ARBITRATE, YOU AND STRANGeworks ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. **U.S. Government End Use.**

You agree that all software associated with the Services that is licensed pursuant to these User Terms is "commercial computer software" as that term is defined in the Department of Defense (DoD) Federal Acquisition Regulation Supplement (DFARS) 252.227-7014(a)(1). The U.S. Government acquires the Services subject to these User Terms as specified in Federal Acquisition Regulation (FAR) 12.212 (Computer Software) and 12.211 (Technical Data) and DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, and any successor regulations. Without limiting the foregoing, any use, modification, reproduction release, performance, display, or disclosure of the Services by the U.S. Government must be in accordance with these User Terms.

13. **Export Control.**

You shall comply with all applicable United States export control laws ("***Export Control Laws***") in your use of the Services. Without limiting the foregoing, you shall not export, or allow the export or re-export of any commodity, software or technology, or any product containing or derived therefrom (collectively, a "***Commodity***"), in violation of Export Control Laws. You represent that the Service and any Commodity will not be used in connection with activities relating to nuclear, biological, or chemical weapons proliferation or missile proliferation. You represent that you are not a person or entity that is (i) located or established in, organized under the laws of, or controlled by the government or by one or more nationals of Cuba, Iran, North Korea, Sudan, Syria, the Crimea Region of the Ukraine, or any other country or territory that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or designated as a country that is subject to a general prohibition on U.S. persons engaging in financial and/or export transactions; (ii) on any restricted or prohibited party list maintained by the U.S. Departments of Commerce, State and the Treasury; (iii) part of, affiliated with, or controlled by any non-U.S. military organization; or (iv) acting on behalf of or for the benefit of someone designated in (A) through (C) above ((i) through (iv), a "***Restricted Party***"). If you become a Restricted Party during your access or use of the Services, you shall immediately notify us, and we may immediately terminate access to the Services in our sole discretion. You represent and warrant that you will not grant access to the Services or otherwise provide, export or sell any Commodity to a Restricted Party. You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to use of the Services or the export from the U.S. of all Commodities to any location and shall upon request demonstrate to us compliance with all applicable export control and import laws and regulations. You shall immediately notify us if you have any information or suspicion that there may be a violation of applicable Export Control Laws in connection with your use of the Services and shall fully cooperate with all terms in this Section 13, including, but not limited to, cooperating with us during our review or investigation in relation to actual or possible violations of this Section 13.

14. **General Terms.**

These User Terms constitute the sole and entire agreement between you and Strangeworks with respect to the Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Services. No waiver of these User Terms by Strangeworks shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and any failure of Strangeworks to assert a right or provision under these User Terms shall not constitute a waiver of such right or provision. If any provision of these User Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to reflect the parties' intention or eliminated to the minimum extent such that the remaining provisions of the User Terms will continue in full force and effect. The User Terms, and any rights or obligations hereunder, are not assignable, transferable, or sublicensable by you except with Strangeworks's prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these User Terms and be void. The section titles in the User Terms are for convenience only and have no legal or contractual effect.

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