

IBTC Master Services Agreement

IN THE ABSENCE OF A CUSTOM SERVICES AGREEMENT, THIS IBTC MASTER SERVICES AGREEMENT ("AGREEMENT") GOVERNS USE OF IBTC SERVICES ("SERVICES") AND IBTC SOFTWARE PRODUCTS ("SOFTWARE") IN ACCORDANCE WITH TERMS SET FORTH IN THE (I) ATTACHED IBTC MASTER SERVICES TERMS AND (II) ANY ADDENDUM(S) EXECUTED BY YOU AND US AND ANY EXHIBITS THERETO.

BY ACCEPTING THIS AGREEMENT, BY CLICKING THE BOX INDICATING YOUR ACCEPTANCE, OR BY SIGNING AN ADDENDUM TO THIS AGREEMENT, YOU HAVE AGREED TO THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not use the Services or Software if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Online Services for the purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to Our Proprietary Software, including all related intellectual property rights subsisting therein. We grant no rights to You hereunder other than as expressly set forth herein.

This Agreement was last updated on July 30, 2020. It is effective between You and Us as of the date You accepted this Agreement.

IBTC Master Services Terms

1 Confidentiality

1.1 Definition of Confidential Information

As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include Our Proprietary Software; and

Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

1.2 Protection of Confidential Information

Except as otherwise permitted in writing by the Disclosing Party: (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, licensees, and agents who need such access for purposes consistent with this Agreement.

1.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

1.4 Data Privacy

Our commitment to data privacy includes informing You about how Your data will be used, how it will be stored, and how You can request to have Your data deleted and packaged to take with You. See Our [Data Privacy Policy](#) for more detailed information.

2 Professional Services

Upon Your request for Professional Services assistance, We may agree to undertake certain Professional Services projects for You. These Professional Services are provided by Us as a separate service from those represented by our Online Services, Software Products, and Support & Maintenance Services.

2.1 Statement of Work

Each Professional Services effort shall be described in an Addendum to this Agreement describing the Statement of Work, and shall be memorialized in writing and signed by both You and Us. The provision of Professional Services covered by each Statement of Work shall be subject to the terms of this Agreement and the additional terms, conditions, and limitations set forth in the Statement of Work. Where there are additional terms, conditions, or limitations in a given Statement of Work, the Statement of Work supersedes the terms of this Agreement, but shall have no application to the Professional Services provided pursuant to other Statement of Work documents.

2.2 Changes to Scope of Professional Services

Changes to the scope of Professional Services covered by a Statement of Work will be memorialized in writing and signed by both You and Us. Changes to the scope of Professional Services will include, but is not limited to, a change to the project's description as laid out in the Statement of Work, a change to Our primary point of contact representing You, or a change to the timeline as described in the Statement of Work. We will not be obligated to commence or continue work in connection with or affected by any changes until the additional fees and/or impact on the schedule for the project is agreed upon by the parties in writing; additional functionality provided by Us in connection with any such change in the scope of Professional Services will be charged to You as agreed upon in writing by both parties.

2.3 Additional Work

If additional work is required of Us that exceeds the level of effort estimated in the original, agreed-upon Statement of Work, We will give You written notice thereof prior to performing the additional work or making and/or providing such upgrades, additions, and/or modifications, and will, upon request, provide an estimate of the additional changes. Charges for additional work will be agreed upon in writing by both parties.

3 Your Responsibilities

You shall not: (i) permit any third party to access Our Proprietary Software except as permitted herein; (ii) create derivative works based on Our Proprietary Software; (iii) copy, frame, or mirror any part or content of Our Proprietary Software, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes; (iv) reverse engineer Our Proprietary Software; (v) access Our Proprietary Software in order to build a competitive product or service or to copy any features, functions, or graphics of Our Proprietary Software; (vi) use the Online Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) use the Online Services to store or transmit malicious code or malware, or to engage in phishing or other fraudulent activity; (viii) interfere with or disrupt the integrity or performance of the Online Services or third-party data contained therein; or (ix) attempt to gain unauthorized access to the Online Services, Our systems, Our data, or networks.

You shall: (i) be responsible for Your compliance with this Agreement; (ii) be solely responsible for the accuracy, quality, integrity, and legality of and for the means by which You acquired Your Data and Your Application Resources; (iii) enter into agreements with Your Partners and Customers excluding warranties and limiting the liability of IBTC due to their use of Our Proprietary Software; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Our Proprietary Software and notify Us promptly of any such unauthorized access or use; (v) use Our Proprietary Software only in accordance with applicable laws and government regulations; and (vi) provide Us with complete and accurate contact information.

3.1 Professional Services

You will perform those tasks and assume those responsibilities specified in this Agreement and each applicable Statement of Work; such Statement(s) of Work may also contain conditions, assumptions, and limitations relative to the Professional Services to be provided by Us. You acknowledge that the success of Your engagement of Us depends on Your timely and effective satisfaction of Your responsibilities under this Agreement and such Statement(s) of Work, as well as timely responses from You to requests for information, decisions, testing, and approvals. We will rely on the decisions and approvals of You in connection with Our performance under this Agreement.

In addition to any particular items listed on an applicable Statement of Work, You will supply Our personnel working at Your premises with suitable facilities, office space, telephone access, Your computers and servers, and the Internet for use in connection with Our performance of the Professional Services. You will be responsible for obtaining and/or providing all necessary consents and passwords that are needed to enable Us to use or access Your computer

hardware, software, and services provided to You through third-party contracts to facilitate Our provision of the Professional Services.

4 Ownership and Licenses

Subject to the limited rights expressly granted hereunder, We reserve all rights, title, and interest in and to Our Proprietary Software, including all related intellectual property rights subsisting therein. We grant no rights to You hereunder other than as expressly set forth herein.

4.1 What We License to You

We grant you a worldwide license during the term of this Agreement to use the Online Services to provide your customers, partners, and internal staff the ability to collect, manipulate, provide, and view Your Data.

4.2 What You License to Us

You grant us a worldwide license to use, reproduce, transmit, display, and adapt Your Data and Your Application Resources solely as necessary for Us to provide the Online Services in accordance with this Agreement.

You grant us a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into our Online Services any suggestions, enhancement requests, recommendations, or other feedback provided by You relating to the Online Services.

4.3 Property Rights Retained by Us

You expressly acknowledge that existing proprietary software of Ours and software of third parties, which is provided by Us for use in conjunction with any Deliverables (including subsequent versions of proprietary software of Ours, or third-party software, and enhancements thereof provided by Us), is and will remain the sole and exclusive property of Ours or such third parties, subject only to Your rights pursuant to the paragraphs entitled “Licensed Products, Limited Use License” in this section.

In Our performance of Professional Services or Support & Maintenance Services, You acknowledge that We may incorporate certain computer code, methods, inventions, concepts, and know-how (collectively, “Licensed Property”) into any source code, compiled code, custom software, or other programming or design work delivered by Us to You (“Deliverables”) that were not or will not be created solely for use in or with such Deliverables. You acknowledge that such

Licensed Property will not become Your property, and that the rights therein are part of Our stock in trade and general know-how that will remain Our sole and unencumbered property, without any claim of Yours thereto, other than the rights conferred in the paragraphs entitled “Licensed Products, Limited Use License” in this section.

4.4 Licensed Products, Limited Use License

Our Software Products, Licensed Property, and Technology Files provided by Us to You in either binary or source code form are granted, in return for the License Fee specified for each Product, if any, a personal, non-assignable and non-transferable, perpetual, commercial, worldwide, royalty-free, non-exclusive, Limited Use License that includes the right to create and operate, but not distribute, derivative works except as provided herein.

The Limited Use License limits Your use of the Licensed Products to either running the Licensed Product on, or interoperating with, Our Online Services and to modifying the Licensed Products to suit Your needs and specifications. Licensed Products that are designed to interoperate with our Online Services via an external API may be redistributed in binary or object form as part of a larger software work, or as part of a hardware deployment, under a personal, non-sublicensable, limited license.

In Your use of Licensed Products, you may choose to offer, and charge a fee for, acceptance of support, warranty, indemnity, or other liability obligations and/or rights consistent with this Limited Use License. However, in accepting such obligations, You may act only on Your own behalf and on Your sole responsibility, not on behalf of Us, and only if You agree to indemnify, defend, and hold Us harmless for any liability incurred by, or claims asserted against, Us by reason of your accepting any such warranty or additional liability.

This License does not grant permission to use the trade names, trademarks, service marks, or product names of Ours, except as required for reasonable and customary use in describing the origin of the Licensed Products.

4.5 Professional Services

“Work Product” is one or more Deliverables provided to You as part of Our Professional Services as detailed under the “Custom Deliverables” section in a Statement of Work. Upon acceptance of any final Work Product by You, and receipt by Us of payment in full for all fees and expenses owed to Us pursuant to this Agreement, You will own the final Work Product, including customized software (or the latest iteration thereof), manuals, text, and graphics in their final form, subject to Our retained rights as provided in the paragraphs in this section entitled “Property Rights Retained by Us”; any copyright for any Work Product that is registered by You will only

relate to and cover the final Work Product, manuals, and user instructions in their final form, as a compilation, and will in all respects be subject to the rights retained by Us. You will retain ownership, including in particular all copyrights, trademark rights, and other intellectual property rights, in all advertising or promotional materials, text, graphics, proprietary data, and proprietary information provided by You, as well as all data, information, text, and graphics that We develop specifically and exclusively for You for incorporation in the Work Product.

“Joint Work Product” is one or more Deliverables provided to You as part of our Professional Services as detailed under the “Joint Work Product Deliverables” section in a Statement of Work. You and We shall jointly own all right, title, and interest in and to the Joint Work Product. You and We shall have the right, subject to this Agreement and applicable law, to make, have made, use, offer to sell, sell, and import the Joint Work Product and freely exercise, transfer, assign, license, encumber, and enforce all of its rights in the Joint Work Product without the consent, joinder, or participation of, or payment or accounting to the other party. Each party unconditionally and irrevocably waives any right it may have under applicable law as a joint owner in the Joint Work Product to require such consent, joinder, participation, or payment or accounting. Each party will and does assign, license and otherwise transfer, and shall cause its Affiliates and Affiliates’ respective representatives to assign, license and otherwise transfer, to the other party and its permitted successors and assigns, without requirement of additional consideration, all such right, title and interest in and to the Joint Work Product and all other right, title, and interest that it may possess in the Joint Work Product as is necessary to fully effect the joint ownership thereof as provided in these paragraphs.

5 Relationship to the Parties

You and We are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. You are in no way authorized to make any license, contract, agreement, warranty, or representation on behalf of Us, or to create any obligations, expressed or implied, on behalf of Us except to the extent and for the purposes expressly provided for and set forth herein.

6 Warranties

ALL SERVICES AND SOFTWARE HEREUNDER ARE PROVIDED ON AN “AS IS” BASIS. OTHER THAN ANY EXPRESS WARRANTIES MADE IN SUBSEQUENT PARAGRAPHS IN THIS SECTION, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER IMPLIED, STATUTORY, OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A

PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. IN ADDITION, WE MAKE NO WARRANTIES REGARDING ANY THIRD-PARTY SOFTWARE OR PRODUCTS PROVIDED TO OR USED BY YOU. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT REPRESENT OR WARRANT THAT YOUR USE OF THE ONLINE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE ONLINE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM ERROR.

6.1 Professional Services

Notwithstanding the foregoing, We warrant that the Professional Services will be performed in a professional and workmanlike manner consistent with the standards and practice prevailing in the respective field of engineering or consultancy to which the Professional Services project relates.

Notwithstanding anything to the contrary, We will not be liable or responsible for: (i) any modification of any Work Product by any party other than Us; (ii) any use of the Work Product other than in accordance with the applicable Statement of Work and manuals, instructions, and other materials provided to You by Us; or (iii) failures or defects in any software or other tools provided to Us by You or third parties. You understand that We are providing the Work Product in relation to hardware, software, systems, and data that have been selected by You, and supplied to You by third parties, and for which We have no responsibility; We will have no obligation or liability to test for, identify, or remediate any deficiency in any such hardware, software, systems, or data, or for any loss of data resulting therefrom.

7 Limitation of Liability

EXCEPT FOR BREACHES OF CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS IN THE SECTION ENTITLED "INDEMNITY" BELOW, EACH PARTY HERETO: (I) EXPRESSLY WAIVES ANY AND ALL CLAIMS AGAINST THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST PROFITS, REVENUES, DATA, OR INTERRUPTIONS IN SERVICE) ARISING OUT OF OR RELATED TO THE PROVISION OF ANY SERVICES OR WORK PRODUCT PURSUANT TO THIS AGREEMENT; AND (II) EXPRESSLY AGREES THE MAXIMUM LIABILITY FOR US WITH RESPECT TO ANY CLAIM RELATED TO THIS AGREEMENT OR THE SERVICES HEREUNDER WILL BE LIMITED TO THE AMOUNT OF FEES RECEIVED BY US FOR SERVICES IN THE PRECEDING SIX MONTHS.

8 Indemnity

EACH PARTY WILL INDEMNIFY, DEFEND, AND HOLD THE OTHER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) BY ANY THIRD PARTY RESULTING FROM ANY ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY RELATING TO ITS ACTIVITIES IN CONNECTION WITH THIS AGREEMENT, THEIR BREACH OF THIS AGREEMENT, OR THEIR MISREPRESENTATIONS RELATING TO THE OTHER PARTY, THE SERVICES, OR THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION.

9 Term and Termination

This Agreement commences on the date You accept it and continues until terminated by either party in accordance with this section.

You may terminate this Agreement without cause by notifying Us, subject to the “Fees” section below.

We may terminate this Agreement at any time without cause upon 90 days’ written notice to You, or automatically if you fail to comply with any term or condition of this Agreement.

UPON TERMINATION OF THIS AGREEMENT, YOUR INFORMATION AND OTHER MATERIALS DEVELOPED BY YOU USING THE ONLINE SERVICES MAY BE PERMANENTLY LOST.

9.1 Online Services and Support & Maintenance Services

You may terminate Your subscription(s) to Online Services or Support & Maintenance Services without cause at any time by notifying Us, subject to the “Fees” section below.

9.2 Professional Services

Upon termination of this Agreement, You will pay Us for all Professional Services rendered through the effective date of termination, will promptly return to Us all copies of any Confidential Information of Ours, and will certify in writing that You have done so and have not retained any copies thereof. In addition, if a project is canceled or put on hold by You, then You will pay Us a Professional Services termination fee (“Professional Services Termination Fee”) in an amount equal to the average two-weeks billings for the project calculated over the lesser of: (i) the 60-day period prior to the date of cancellation or delay and (ii) the life of the project. The Professional

Services Termination Fee will be payable by You to Us within 10 days following Your receipt of Our calculation of the Professional Services Termination Fee.

9.3 Surviving Provisions

The following sections shall survive any termination or expiration of this agreement: “Property Rights Retained by Us,” “Our Proprietary Software,” “Licensed Products,” “Warranties,” “Limitation of Liability,” “Indemnity,” and “General Provisions.”

10 Changes to Online Services

As part of the normal process of operating and updating the Online Services, We reserve the right at any time and from time to time to enhance, amend, or modify the features of the Online Services (or any part thereof) with or without notice. Notwithstanding the foregoing, We will use commercially reasonable efforts to notify You of any major change to the Service that is known to have a substantially negative material impact to You.

11 Changes to Agreement Terms

In order to operate existing Services and to support new Services, We may make changes to this Agreement from time to time, and will use commercially reasonable efforts to notify You.

12 Fees

Fees for specific Services, and the associated Fee term, are as designated online at the time of subscription or download, or as represented in an executed Addendum to this Agreement.

12.1 Online Services and Support & Maintenance Services

The Online Services and Support & Maintenance Services are billed for on a recurring basis, and are non-refundable for Service terms that have begun. There are no refunds or credits for partial months of service, plan downgrades, or months unused.

You are responsible for paying all charges in accordance with the use of the Services associated with Your Data and Your Application Resources, even if you did not use or authorize the use of the Online Services. If You cancel Your subscription to the Online Services before the end of the current term, Your cancellation will take effect immediately and You will not be charged again, but You shall be responsible for all charges already incurred.

12.2 Licensed Products

Fees for Licensed Products are billed for before Product delivery and are non-refundable upon delivery.

12.3 Professional Services

The estimated fees for each Professional Services project are based on Our understanding of the scope and certain assumptions at the time of authoring the Statement of Work for the project, many of which are listed in the Statement of Work. These estimates represent Our best attempt to predict the effort for the project and may change during the course of the project.

Except as otherwise provided in an applicable Statement of Work, You will be responsible for necessary and reasonable travel, lodging, and related out-of-pocket expenses that Our employees or independent contractors may incur in performing the Professional Services for You that are preapproved by You ("Reimbursable Expenses"). Travel time will be billed at 50% of regular hourly rates. You will be charged for automobile mileage at the current allowable federal rate (i.e., the rate allowed for tax purposes). Project materials will be billed at cost plus a 15% materials acquisition fee or as specifically noted in the Statement of Work. Any required materials purchase over \$2,500 will be invoiced immediately and will be payable upon receipt.

Before beginning work on a project, IBTC requires payment in the amount of 25% of the estimated price of the authorized phase or phases (the "Down Payment"). The Down Payment is held by Us throughout the course of the project and will be applied to the final project invoice or invoices.

12.4 Payment Terms

Full payment for invoices issued must be received by Us no later than 30 days after the date of the invoice, or the respective Services may be terminated or suspended as soon as one day after the date due as indicated on the invoice. Unpaid invoices are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection. You have 30 days after receiving the invoice to dispute any charges. Agreed-upon changes to a past invoice will be reflected in the next applicable invoice to You.

If payment has been authorized by credit card, no additional notice or consent will be required for billings to that credit card for all amounts (including late charges and termination fees).

12.5 Fee Changes

We reserve the right to annually change our Fees (“Fee Changes”) for all Services, including but not limited to monthly subscription plan Fees to the Online Services and Support & Maintenance Services, upon 30 days’ notice via email from Us.

12.6 Taxes

You will pay any and all applicable taxes, however designated, incurred as a result of or otherwise in connection with this Agreement or the Services, excluding taxes based on Our net income.

13 General Provisions

13.1 Notices

Any notice to be given under this Agreement will be sufficient if in writing and sent via email to the email address registered to Your subscription to the Online Services.

13.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, either written or oral, concerning its subject matter.

13.3 Governing Law

This Agreement, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Delaware, without regard to their conflicts of laws rules.

13.4 Venue; Waiver of Jury Trial

The state and federal courts located in Sussex County, Delaware, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13.5 Export Compliance

Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services.

13.6 Assignment

Neither party may assign any interest in this Agreement or any of its duties or rights under this Agreement without the prior written consent of the other except that: (i) each party may assign its rights and obligations to an Affiliate of such party upon advance written notice to the other; and (ii) either party may assign its rights and obligations upon advance notice to the other in connection with any merger, acquisition, or sale of all or substantially all of its assets.

14 Definitions

"Addendum" means a document that extends and becomes part of this Agreement by clearly stating that it is an Addendum to this Agreement, and that must be memorialized in writing and signed by both parties. Where conflicts between an Addendum and the IBTC Master Services Terms Addendum exist, the terms in the Addendum take precedence.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Online Services" means the online services We provide to You, including the Diode Network, Application and Device APIs, web services, and other Software for which IBTC manages hosting, and that You access and manage settings for by using Account Credentials registered with the online service.

"Professional Services" means the strategy consulting, design, engineering, development, and/or other professional services that are described in each Statement of Work approved by You and provided to You in return for payment of associated Fees.

"Proprietary Software" means the software that is developed, licensed, or purchased by Us, and includes the Online Services and other Software.

"Services" means Online Services, Support & Maintenance Services, and Professional Services.

"Software Products" or "Software" means both Source Code Software and Binary Software, owned by Us, and provided under a Limited Use License Agreement to You.

"Statement of Work" means an Addendum to this Agreement detailing the terms under which a custom effort will be delivered.

"Support & Maintenance Services" means ongoing software Support & Maintenance We provide to You in order to maintain, to provide updates, to answer questions about, and to assist you with configuring or developing with Our Proprietary Software. Each Online Service or Software Product may receive different levels of Support & Maintenance as part of Your Online Service subscription or Software Product license, and elevated subscription levels of Support & Maintenance may be made available.

"We," "Us," or "Our" means IBTC LLC, a DBA of IoT Blockchain Technology Corporation LLC, a Delaware Limited Liability Corporation with a principal place of business at 8810 Rice Creek Road, Winston, OR, 97496, United States of America.

"You" or "Your" means: (i) the company or other legal entity for which you are accepting this Agreement and Affiliates of that company or entity; or (ii) an individual, in the case of a non-legal entity as defined in the registration information provided to Us.

"Your Application Resources" means a web, server, personal computer, or handheld application and related configuration parameters that We, You, or a third party acting on Your behalf create and that interoperates with the Services.

"Your Data" means all electronic data or information submitted by You, or by devices owned by You, or by Your Customers, or by Your Partners, to the Online Services.

"Your Partners" and "Your Customers" means any individuals or entities that are neither You nor Your Affiliates, but who use the Online Services.