

ThoTh Lab User Agreement

This Use Agreement (the "Agreement") is between you and Athena Network Solutions LLC (the "Company") with executive offices at 688 W Coconino PL, Chandler Arizona, 85248, USA. Your use of the Company Internet based hands-on Lab (the "ThoTh Lab") is subject to the following terms and conditions of use:

(1) YOU AGREE TO READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS THOTH LAB. Use of the ThoTh Lab signifies your unconditional agreement to the terms and conditions of this Agreement. If you do not agree to these terms and conditions of use, do not access or otherwise use this ThoTh Lab.

(2) The Company will not gather, process and use information and materials received from you (e.g., name, physical address, e-mail address) or collected through your use of the ThoTh Lab for any lawful reason or purpose.

(3) The Company reserves the right, at its sole discretion, from time to time to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on the website of the ThoTh Lab.

(4) The ThoTh Lab is protected by one or more copyrights pursuant to U.S. copyright laws, international conventions and other intellectual property laws. You will abide by any and all copyright notices, trademark notices, ownership information or restrictions contained in any Content on the ThoTh Lab. You may download and make copies of the Content and other downloadable items displayed on this ThoTh Lab, provided that you maintain all copyright and other notices contained in such Content. Copying or storing of any Content on the ThoTh Lab for sole education purpose is permitted. Copying or storing of any Content on the ThoTh Lab for reproduction, redistribution or publication to third parties for commercial purposes is expressly prohibited without prior written permission from the Company. All rights to the Company's copyrighted materials not expressly granted herein are reserved by the Company.

(5) The Company, at its sole discretion, may change, suspend or discontinue any aspect of the ThoTh Lab at any time, including the availability of any ThoTh Lab feature, database or Content. Company may also impose limits on certain features and services or restrict your access to parts or all of the ThoTh Lab without notice or liability.

(6) You represent, warrant and covenant that you shall not upload, post or transmit to or distribute or otherwise publish through the ThoTh Lab any materials which: (i) restrict or inhibit any other user from using and enjoying the ThoTh Lab; (ii) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent; (iii) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law or governmental regulation; (iv) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right; (v) contain a virus or other harmful or destructive elements; (vi) contain any information, software or other material of a commercial nature; (vii) contain advertising of any kind; or (viii) constitute or contain false or misleading indications of origin or statements of fact.

(7) You hereby agree to defend, indemnify and hold harmless the Company, and all its officers, directors, agents, employees, information providers, affiliates, licensors and licensees from and against any and all liabilities, claims, penalties, losses, damages, cost and expense (including court costs and reasonable attorney's fees, interest expense and amounts paid in compromise or settlement), suits or actions arising out of or resulting from any breach by you of this Agreement, including the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any claim.

(8) The ThoTh Lab may contain hypertext links and pointers to the other World Wide Web Internet sites and resources operated and controlled by parties other than the Company. Links to and from the ThoTh Lab to such third party sites do not imply or constitute an endorsement by the Company of any third party

material or contents.

(9) The Company does not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed or distributed through the ThoTh Lab. You acknowledge that any reliance upon any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Company reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the ThoTh Lab.

(10) The Company reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in the Company's sole discretion are objectionable or in violation of this Agreement.

(11) THE COMPANY THOTH LAB, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE THOTH LAB, IS PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT ON THE THOTH LAB OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE THOTH LAB, FOR ANY HYPERTEXT LINKS TO THIRD PARTY THOTH LABS OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE THOTH LAB OR ANY LINKED SITE. FURTHER, THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE THOTH LAB OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED, ERROR FREE OR THAT DEFECTS WILL BE CORRECTED. THE COMPANY SHALL NOT BE LIABLE FOR THE USE OF THE THOTH LAB, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR ACCESS TO THE THOTH LAB OR FOR ANY INFORMATION OBTAINED THROUGH THE THOTH LAB, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS AGENTS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, AND THEREFORE THE PRECEDING LIMITATION MAY NOT APPLY TO YOU.

(12) Some comments and information on the ThoTh Lab may be based upon the Company's management's current expectations, estimates and/or projections about the Company's markets and industries. These statements about the Company are forward-looking statements, which are not guarantees of future performance and involve certain risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ from what is expressed or forecasted. Among the factors that could cause actual results to differ are uncertainties in competitive pricing pressures, general domestic and international economic conditions and market demand.

(13) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ARIZONA, WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. YOU HEREBY AGREE AND CONSENT THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE AN APPROPRIATE STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW HAMPSHIRE.

(14) The ThoTh Lab allows you to create educational materials. As long as you publish these materials as "Public" through the ThoTh Lab, the Company has the right to collect and reorganize it for other users of

the company. For “Private” educational labs and materials, the Company can only reuse it by the permission of the Provider.

(15) This Agreement constitutes the entire agreement between the Company and you with respect to your use of and access to the ThoTh Lab. This Agreement supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the ThoTh Lab. Use of the ThoTh Lab is unauthorized in any jurisdiction that does not give effect to all of the terms and conditions of this Agreement. Any cause of action you may have with respect to your use of and access to the ThoTh Lab must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give legal effect to the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement or the ThoTh Lab to the same extent and subject to the same conditions as other business documents and records generated and maintained in printed form by the Company. The failure of the Company to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor bar the Company’s right to enforce the provision.