

Quantum Knight End User License Agreement
Last Updated: [May 2023]

This End User License Agreement (the “**Agreement**”) is a legal agreement between you, the end user, and Quantum Knight Inc. (“**Quantum Knight**”). This Agreement governs your access to and use of the Quantum Knight cryptography platform, Software (as defined in Section 1.1 below) and any error corrections, updates, or new releases that Quantum Knight elects, in its sole discretion, to make available to you (all such materials, collectively, the “**Services**”). By clicking on the “I Accept” button, completing the registration process, downloading, accessing, or otherwise using the Services, you represent that (1) you have read, understand, and agree to be bound by the Agreement, (2) you are of legal age to form a binding contract with Quantum Knight, and (3) you have the authority to enter into the Agreement personally or on behalf of the legal entity identified during the account registration process, and to bind that legal entity to the Agreement. The term “**you**” refers to the individual or such legal entity, as applicable. **If you, or if applicable, such legal entity, do not agree to be bound by the Agreement, you, and if applicable, such legal entity, may not access or use any of the Services.**

IF YOU SUBSCRIBE TO THE SERVICES FOR A TERM (THE “**INITIAL TERM**”), THE AGREEMENT WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL PERIODS OF THE SAME DURATION AS THE INITIAL TERM AT QUANTUM KNIGHT’S THEN-CURRENT FEE FOR SUCH SERVICES UNLESS YOU DECLINE TO RENEW YOUR SUBSCRIPTION IN ACCORDANCE WITH SECTION 4.3 (AUTOMATIC RENEWAL) BELOW.

PLEASE BE AWARE THAT SECTION 11 (DISPUTE RESOLUTION) OF THE AGREEMENT BELOW CONTAINS PROVISIONS GOVERNING HOW ANY DISPUTES BETWEEN YOU AND QUANTUM KNIGHT WILL BE RESOLVED. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND QUANTUM KNIGHT TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST QUANTUM KNIGHT ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

PLEASE BE AWARE THAT SECTION 1.4 (QUANTUM KNIGHT COMMUNICATIONS) OF THE AGREEMENT BELOW CONTAINS YOUR OPT-IN CONSENT TO RECEIVE COMMUNICATIONS FROM QUANTUM KNIGHT.

Please note that this Agreement is subject to change by Quantum Knight in its sole discretion at any time. When changes are made, Quantum Knight will make a copy of the updated Agreement available at the Website and update the “Last Updated” date at the top of this Agreement. If we make any material changes to the Agreement, we will provide notice of such material changes on the Quantum Knight website (“**Website**”) and attempt to notify you by sending an email to the email address provided in your account registration. Any changes to the Agreement will be effective immediately for new users of the Services and will be effective for existing Registered Users (defined in Section 2.1 below) upon the earlier of (a) thirty (30) days after the “Last Updated” date at the top of this Agreement, or (b) your consent to and acceptance of the updated Agreement if Quantum Knight provides a mechanism for your immediate acceptance in a specified manner (such as a click-through acceptance), which Quantum Knight may require before further use of the Services is permitted. If you do not agree to the updated Agreement, you must stop using all Services upon the effective date of the updated Agreement. Otherwise, your continued use of any Services after the effective date of the updated Agreement constitutes your acceptance of the updated Agreement. Please regularly check the Website to view the then-current Agreement. You agree that Quantum Knight’s

continued provision of the Services is adequate consideration for the changes in the updated Agreement.

1. USE OF THE SERVICES.

1.1 Quantum Knight Software. Use of any software, software development kit, or any related materials, including installation tools, sample code, object code, software libraries, and documentation, that are made available via the Services (“**Software**”) is governed by the Agreement. Subject to your compliance with the Agreement, Quantum Knight grants you a non-assignable, non-transferable, non-sublicensable, revocable, non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by the Agreement (the “**Purpose**”).

1.2 Updates. You understand that the Services are evolving. As a result, Quantum Knight may require you to accept updates to the Services that you have installed on your computer, mobile device, applications, or products. You acknowledge and agree that Quantum Knight may update the Services with or without notifying you. You may need to update third-party software from time to time in order to use the Services.

1.3 Certain Restrictions. The rights granted to you in the Agreement are subject to the following restrictions: you shall not (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit any of the Services other than for the Purpose; (b) design or develop anything using the Software other than for the Purpose; (c) frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Services (including images, text, page layout or form); (d) use any metatags or other “hidden text” using Quantum Knight’s name or trademarks; (e) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services except to the extent the foregoing restrictions are expressly prohibited by applicable law; (f) use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Services; (g) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit any part of the Services in any form or by any means; (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services; (i) use the Services except in accordance with all applicable laws and regulations; or (j) use the Services in a way which violates any third party’s rights, or to further any illegal or immoral purpose, including but not limited to hacking or performing “crypto-locker”-style hijacking of third-party data. Any future release, update or other addition to the Services shall be subject to the Agreement. Quantum Knight, its suppliers, and its service providers reserve all rights not granted in the Agreement.

1.4 Quantum Knight Communications. By entering into the Agreement or using the Services, you agree to receive communications from us, including via email. Communications from us and our affiliated companies may include but are not limited to: operational communications concerning your Account (defined in Section 2.1 below) or the use of the Services, updates concerning new and existing features on the Services, communications concerning promotions run by us or our third-party partners, and news concerning Quantum Knight and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

2. REGISTRATION

2.1 Registering Your Account. In order to access certain features of the Services, you may be required to become a Registered User. For purposes of the Agreement, a “**Registered User**” is a user who has registered an account with Quantum Knight through the Services (“**Account**”).

2.2 Registration Data. In registering an Account, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the “**Registration Data**”); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. You represent that you are (i) at least eighteen (18) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Services under the laws of the United States, your place of residence, or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use. You may not share your Account login or password with anyone, and you agree to notify Quantum Knight immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Quantum Knight has reasonable grounds to suspect that any information you provide is untrue, inaccurate, not current, or incomplete, Quantum Knight has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account at any given time. You agree not to create an Account or use the Services if you have been previously removed by Quantum Knight, or if you have been previously banned from any of the Services.

2.3 Your Account. Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account, and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of Quantum Knight.

2.4 Necessary Equipment and Software. You must provide all equipment and software necessary to connect to the Services. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the Services.

3. OWNERSHIP

3.1 Services. You agree that Quantum Knight and its suppliers own all rights, title, and interest in the Services (including but not limited to, the Software and any computer code, themes, objects, concepts, artwork, animations, sounds, audiovisual effects, methods of operation, moral rights, and documentation). You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying any Services. If you are a United States government end user, any of the components that constitute the Services and its related documentation is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202–1 through 227.7202–4, all United States government end users acquire the Services and any documentation provided with the SDK with only those rights set forth in this Agreement.

3.2 Trademarks. Quantum Knight’s name and all related stylizations, graphics, logos, service marks and trade names used on or in connection with any Services are the trademarks of Quantum Knight and may not be used without permission in connection with your, or any third-party, products or services. Third-party trademarks, service marks and trade names that may appear on or in the Services are the property of their respective owners.

3.3 Aggregated Data. Notwithstanding anything to the contrary in this Agreement, and subject to your subscription type and your settings within the Services, Quantum Knight may monitor your use of the Services and collect and compile data and information related to such use in an aggregate and anonymized manner, including to compile statistical and performance information related to Quantum Knight’s provision and operation of the Services (collectively, “**Aggregated Data**”). As between you and

Quantum Knight, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to and are retained solely by Quantum Knight. You acknowledge that Quantum Knight may compile Aggregated Data based on Customer Data (defined in Section 3.5 below) input into or processed by the Services. You agree that Quantum Knight may (i) make Aggregated Data publicly available in compliance with applicable law, and (ii) use Aggregated Data to the extent and in the manner permitted under applicable law; provided that such Aggregated Data does not identify you or your Confidential Information (as defined below). For the avoidance of doubt, this Section 3.3 (Aggregated Data) does not apply to subscription types which expressly disallow collection of Aggregated Data.

3.4 Third-Party Services. Certain portions of the Services may be made available to you by Quantum Knight from its third-party suppliers (“**Third-Party Services**”). For the avoidance of doubt, all Third-Party Services are made available to you subject to all provisions set forth in this Agreement, including but not limited to Sections 1.3 (Certain Restrictions), 3.1 (Services), and 3.2 (Trademarks).

3.5 Customer Data. You acknowledge that all information, data, and other content, in any form or medium, that is submitted, uploaded, or otherwise transmitted by you or on your behalf through the Services (“**Customer Data**”) is your sole responsibility. Quantum Knight acknowledges that, as between Quantum Knight and you, you own all right, title, and interest, including all intellectual property rights, in and to the Customer Data. You hereby grant to Quantum Knight a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Quantum Knight to provide the Services to you, and, subject to your subscription type and settings within the Services, a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Data.

3.6 Feedback. You agree that submission of any ideas, suggestions, documents, or proposals to Quantum Knight, including through any suggestion, feedback, wiki, forum, or similar pages (“**Feedback**”) is at your own risk and that Quantum Knight has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Quantum Knight a fully paid, royalty-free, perpetual, irrevocable, worldwide, and non-exclusive right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services or Quantum Knight’s business.

4. FEES AND PURCHASE TERMS

4.1 Payment. You agree to pay all fees or charges to your Account in accordance with the fees, charges and billing terms in effect at the time a fee or charge is due and payable in accordance with the Services. You must provide Quantum Knight with a valid credit card (Visa, MasterCard, American Express, or any other issuer accepted by us), PayPal account of a payment provider, or bank account and routing numbers (each, a “**Payment Provider**”) as a condition to signing up for a paid subscription to the Services. Your agreement with the applicable Payment Provider governs your use of the designated credit card or PayPal account, and you must refer to that agreement, not this Agreement, to determine your rights and liabilities with respect thereto. By providing Quantum Knight with your Payment Provider and its associated payment information, you agree that Quantum Knight is authorized to immediately invoice your Account for all fees and charges as they become due and payable and that no additional notice or consent is required. You agree to immediately notify Quantum Knight of any change in your billing address or the credit card or PayPal account used for payment hereunder. Quantum Knight reserves the right at any time to change its prices and billing methods, either immediately upon posting on the Services or by email delivery to you.

4.2 Service Subscription Fees. You will be responsible for payment of the applicable fees for any Services (“Fees”) at the time your free trial period expires and you select your Services and payment package (“**Service Commencement Date**”). Except as set forth in the Agreement, all Fees are non-refundable. No contract will exist between you and Quantum Knight for the Services until Quantum Knight accepts your subscription by a confirmatory email, SMS/MMS message, or other appropriate means of communication.

4.3 Automatic Renewal. Your subscription to the Services will continue indefinitely until terminated in accordance with this Agreement. **After your Initial Term (as set forth in the relevant ordering document), and again after any subsequent subscription period, your subscription will automatically commence on the first day following the end of such period (each a “Renewal Commencement Date”)** and continue for an additional equivalent period, at Quantum Knight’s then-current price for such subscription. You agree that your Account will be subject to this automatic renewal feature unless you cancel your subscription at least thirty (30) days prior to the **Renewal Commencement Date** (or in the event that you receive a notice from Quantum Knight that your subscription will be automatically renewed, you will have thirty (30) days from the date of the Quantum Knight notice), by logging into and going to the “Change/Cancel Membership” page of your “Account Settings” page. If you want to change or terminate your subscription, please contact Quantum Knight at support@quantumknight.io or log in and go to the “Change/Cancel Membership” page on your “Account Settings” page. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you will not be eligible for a prorated refund of any portion of the Fees paid for the then-current subscription period. By subscribing, you authorize Quantum Knight to charge your Payment Provider now, and again at the beginning of any subsequent subscription period. Upon renewal of your subscription, if Quantum Knight does not receive payment from your Payment Provider, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you agree that Quantum Knight may either terminate or suspend your subscription and continue to attempt to charge your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

4.4 Free Trials and Other Promotions. Any free trial or other promotion that provides access to the Services must be used within the specified time of the trial. At the end of the trial period, unless otherwise agreed in writing between you and Quantum Knight, your use of the Services will expire and any further use of the Services is prohibited unless you pay the applicable Fees.

4.5 Taxes. The payments required under Section 4.2 (Service Subscription Fees) of this Agreement do not include any Sales Tax that may be due in connection with the services provided under the Agreement. If Quantum Knight determines it has a legal obligation to collect a Sales Tax from you in connection with the Agreement, Quantum Knight may collect such Sales Tax in addition to the payments required under Section 4.2 (Service Subscription Fees) of the Agreement. If any services, or payments for any services, under this Agreement are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Quantum Knight, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Quantum Knight for any liability or expense Quantum Knight may incur in connection with such Sales Taxes. Upon Quantum Knight’s request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, “**Sales Tax**” shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

4.6 Withholding Taxes. You agree to make all payments of fees to Quantum Knight free and

clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments of fees to Quantum Knight will be your sole responsibility, and you will provide Quantum Knight with official receipts issued by the appropriate taxing authority, or such other evidence as we may reasonably request, to establish that such taxes have been paid.

5. CONFIDENTIAL INFORMATION. From time to time during the Term (defined below), either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, that is marked, designated, or otherwise identified as “confidential” (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party’s Confidential Information to any person or entity, except to the receiving party’s employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party’s obligations of non-disclosure with regard to Confidential Information are effective as of the date you accept this Agreement and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. INDEMNIFICATION. You agree to indemnify and hold Quantum Knight, its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a “**Quantum Knight Party**” and collectively, the “**Quantum Knight Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of any and all of the following: (a) your Customer Data; (b) your use of the Services in violation of the Agreement, including but not limited to Sections 1.3 and 12.11; (c) your violation of any rights of another party, including any Registered Users; or (d) your violation of any applicable laws, rules, or regulations. Quantum Knight reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to fully cooperate with Quantum Knight in asserting any available defenses. This provision does not require you to indemnify any of the Quantum Knight Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, or suppression or omission of any material fact in connection with any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement or your access to the Services.

7. DISCLAIMER OF WARRANTIES AND CONDITIONS

7.1 As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. QUANTUM KNIGHT EXPRESSLY DISCLAIMS ALL WARRANTIES,

REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

(a) QUANTUM KNIGHT MAKES NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

(b) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM QUANTUM KNIGHT OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

(c) FROM TIME TO TIME, QUANTUM KNIGHT MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT QUANTUM KNIGHT’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

7.2 No Liability for Conduct of Third Parties. YOU ACKNOWLEDGE AND AGREE THAT THE QUANTUM KNIGHT PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE QUANTUM KNIGHT PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES AND OTHER USERS OF THE SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU.

8. LIMITATION OF LIABILITY

8.1 Disclaimer of Certain Damages. YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE QUANTUM KNIGHT PARTIES BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE, OR DATA; INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; IN EACH CASE WHETHER OR NOT QUANTUM KNIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ON ANY THEORY OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY OF A QUANTUM KNIGHT PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A QUANTUM KNIGHT PARTY’S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A QUANTUM KNIGHT PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.

8.2 Cap on Liability. TO THE FULLEST EXTENT PROVIDED BY LAW, THE QUANTUM KNIGHT PARTIES WILL NOT BE LIABLE TO YOU FOR MORE THAN THE TOTAL AMOUNT PAID TO QUANTUM KNIGHT BY YOU DURING THE TWELVE (12)-MONTH PERIOD PRIOR TO THE ACT, OMISSION, OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; OR THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES. THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A QUANTUM KNIGHT PARTY FOR (i) DEATH OR PERSONAL INJURY CAUSED BY A QUANTUM KNIGHT PARTY’S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY A QUANTUM KNIGHT PARTY’S

FRAUD OR FRAUDULENT MISREPRESENTATION.

8.3 Customer Data Disclaimer. QUANTUM KNIGHT ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY, OR FAILURE TO STORE ANY CUSTOMER DATA.

8.4 Exclusion of Damages. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

8.5 Basis of the Bargain. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN QUANTUM KNIGHT AND YOU.

9. MONITORING AND ENFORCEMENT. Quantum Knight reserves the right to: (a) take any action with respect to any of your Customer Data that we deem necessary or appropriate in our sole discretion, including if we believe that such Customer Data violates the Agreement, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public, or could create liability for Quantum Knight; (b) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and (c) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement.

If Quantum Knight becomes aware of any possible violations by you of this Agreement, Quantum Knight reserves the right to investigate such violations. If, as a result of the investigation, Quantum Knight believes that criminal activity has occurred, Quantum Knight reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Quantum Knight is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Services, including your Customer Data, in Quantum Knight's possession in connection with your use of the Services, to (i) comply with applicable laws, legal process or governmental request; (ii) enforce this Agreement, (iii) respond to any claims that your Customer Data violates the rights of third parties, (iv) respond to your requests for customer service, or (v) protect the rights, property, or personal safety of Quantum Knight, its Registered Users or the public, and all enforcement or other government officials, as Quantum Knight in its sole discretion believes to be necessary or appropriate.

10. TERM AND TERMINATION

10.1 Term. The Agreement commences on the date you accept the Agreement (as described in the preamble above) and remains in full force and effect while you use the Services ("**Term**"), unless terminated earlier in accordance with this section.

10.2 Prior Use. Notwithstanding the foregoing, you hereby acknowledge and agree that the Agreement commenced on the earlier to occur of (a) the date you first used the Services or (b) the date you accepted the Agreement, and will remain in full force and effect while you use any Services, unless earlier terminated in accordance with the Agreement.

10.3 Termination of Services by Quantum Knight. You will have thirty (30) days from the Service Commencement Date, or any Renewal Commencement Date, for any Services hereunder, to cancel such Service, in which case Quantum Knight will refund the applicable Fees, if already paid pursuant to Section 4.1 (Payment) or 4.2 (Service Subscription Fees), for the applicable Service. Except as set forth

above, the Fees for any Service shall be non-refundable. If timely payment cannot be charged to your Payment Provider for any reason, if you have materially breached any provision of the Agreement, or if Quantum Knight is required to do so by law (e.g., where the provision of the Services is, or becomes, unlawful), Quantum Knight has the right to, immediately and without notice, suspend or terminate any Services provided to you. You agree that all terminations for cause shall be made in Quantum Knight's sole discretion and that Quantum Knight shall not be liable to you or any third party for any termination of your Account.

10.4 Termination of Services by You. If you want to terminate the Services provided by Quantum Knight, you may do so by (a) notifying Quantum Knight at any time and (b) closing your Account for all of the Services that you use. Your notice should be sent, in writing, to Quantum Knight's address set forth below. **THE SERVICES WILL CONTINUE AT THE END OF EACH SUBSCRIPTION PERIOD UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN SECTION 4.3 (AUTOMATIC RENEWAL).**

10.5 Effect of Termination. Termination of any Service includes removal of access to such Service and barring of further use of the Service. Termination of all Services also includes deletion of your password and all related information, files and Customer Data associated with or inside your Account (or any part thereof). Upon termination of any Service, your right to use such Service will automatically terminate immediately. Quantum Knight will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Customer Data. All provisions of this Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

10.6 No Subsequent Registration. If your registration(s) with, or ability to access, the Services is discontinued by Quantum Knight due to your violation of any portion of this Agreement or for conduct otherwise inappropriate for the community, then you agree that you shall not attempt to re-register with or access the Services or any Quantum Knight community through use of a different member name or otherwise, and you acknowledge that you will not be entitled to receive a refund for fees related to those Services to which your access has been terminated. In the event that you violate the immediately preceding sentence, Quantum Knight reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to you.

11. ARBITRATION AGREEMENT. Please read this Section 11 (sometimes referred to herein as this "Arbitration Agreement") carefully. It is part of your contract with Quantum Knight and affects your rights. It contains procedures for **MANDATORY BINDING ARBITRATION**.

11.1 Applicability of Arbitration Agreement. Subject to the terms of this Arbitration Agreement, you and Quantum Knight agree that any dispute, claim, disagreements arising out of or relating in any way to your access to or use of the Website, any communications you receive from Quantum Knight, or this Agreement and prior versions of this Agreement, including claims and disputes that arose between us before the effective date of this Agreement (each, a "**Dispute**") will be resolved by binding arbitration, rather than in court, except that: (1) you and Quantum Knight may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (2) you or Quantum Knight may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, "Dispute" will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Agreement as well as claims that may arise after the termination of this Agreement.

11.2 Informal Dispute Resolution. There might be instances when a Dispute arises between you and Quantum Knight. If that occurs, Quantum Knight is committed to working with you to reach a reasonable resolution. You and Quantum Knight agree that good faith informal efforts to resolve Disputes can result in a prompt, low-cost and mutually beneficial outcome. You and Quantum Knight therefore agree that before either party commences arbitration against the other (or initiates an action in small claims court if a party so elects), we will personally meet and confer telephonically or via videoconference, in a good faith effort to resolve informally any Dispute covered by this Arbitration Agreement (“**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the conference, but you will also participate in the conference.

The party initiating a Dispute must give notice to the other party in writing of its intent to initiate an Informal Dispute Resolution Conference (“**Notice**”), which shall occur within forty-five (45) days after the other party receives such Notice, unless an extension is mutually agreed upon by the parties. Notice to Quantum Knight that you intend to initiate an Informal Dispute Resolution Conference should be sent by email to legalnotices@quantumknight.io or regular mail to our registered agent located at Corp2000, at 838 Walker Road, Suite 21-2, Dover, DE 19904, ATTN: Quantum Knight Inc. The Notice must include: (1) your name, telephone number, mailing address, and email address (if you have one); (2) the name, telephone number, mailing address and email address of your counsel, if any; and (3) a description of your Dispute.

The Informal Dispute Resolution Conference shall be individualized such that a separate conference must be held each time either party initiates a Dispute, even if the same law firm or group of law firms represents multiple users in similar cases, unless all parties agree; multiple individuals initiating a Dispute cannot participate in the same Informal Dispute Resolution Conference unless all parties agree. In the time between a party receiving the Notice and the Informal Dispute Resolution Conference, nothing in this Arbitration Agreement shall prohibit the parties from engaging in informal communications to resolve the initiating party’s Dispute. Engaging in the Informal Dispute Resolution Conference is a condition precedent and requirement that must be fulfilled before commencing arbitration. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the Informal Dispute Resolution Conference process required by this section.

11.3 Waiver of Jury Trial. YOU AND QUANTUM KNIGHT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Quantum Knight are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 11.1 (Applicability of Arbitration Agreement). There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

11.4 Waiver of Class and Other Non-Individualized Relief. YOU AND QUANTUM KNIGHT AGREE THAT, EXCEPT AS SPECIFIED IN SECTION 11.9, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party’s individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under Section 11.9 (Batch Arbitration). Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section are invalid or unenforceable as to a particular

claim or request for relief (such as a request for public injunctive relief), you and Quantum Knight agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts located in Santa Clara County, California. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or Quantum Knight from participating in a class-wide settlement of claims.

11.5 Rules and Forum. The Agreement evidences a transaction involving interstate commerce; and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. If the Informal Dispute Resolution Conference described above does not resolve satisfactorily within sixty (60) days after receipt of your Notice, you and Quantum Knight agree that either party shall have the right to finally resolve the Dispute through binding arbitration. The arbitration will be administered by the American Arbitration Association (“AAA”), in accordance with the Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by this section of this Arbitration Agreement. The AAA Rules are currently available at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>.

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (1) the name, telephone number, mailing address, email address of the party seeking arbitration as well as the email address associated with any applicable Account; (2) a statement of the legal claims being asserted and the factual bases of those claims; (3) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (4) a statement certifying completion of the Informal Dispute Resolution Conference process as described above; and (5) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

If the party requesting arbitration is represented by counsel, the Request shall also include counsel’s name, telephone number, mailing address, and email address. Such counsel must also sign the Request. By signing the Request, counsel certifies to the best of counsel’s knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, that: (1) the Request is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims, defenses and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual and damages contentions have evidentiary support or, if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery.

Unless you and Quantum Knight otherwise agree, or the Batch Arbitration process discussed in Section 11.9 (Batch Arbitration) is triggered, the arbitration will be conducted in the county where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules.

You and Quantum Knight agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential.

11.6 Arbitrator. The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA’s roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of

the Request, then the AAA will appoint the arbitrator in accordance with the AAA Rules, provided that if the Batch Arbitration process under Section 11.9 is triggered, the AAA will appoint the arbitrator for each batch.

11.7 Authority of Arbitrator. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (1) all Disputes arising out of or relating to Section 11.4 (Waiver of Class or Other Non-Individualized Relief), including any claim that all or part of Section 11.4 (Waiver of Class and Other Non-Individualized Relief) is unenforceable, illegal, void or voidable, or that Section 11.4 (Waiver of Class or Other Non-Individualized Relief) has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (2) except as expressly contemplated in Section 11.9 (Batch Arbitration), all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (3) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and not by an arbitrator; and (4) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in Section 11.9. The arbitrator shall have the authority to grant motions dispositive of all or part of any Dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

11.8 Attorneys' Fees and Costs. The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or Quantum Knight need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the Informal Dispute Resolution Conference, is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

11.9 Batch Arbitration. To increase the efficiency of administration and resolution of arbitrations, you and Quantum Knight agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against Quantum Knight by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (1) administer the arbitration demands in batches of one hundred (100) Requests per batch (plus, to the extent there are less than one hundred (100) Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("**Batch Arbitration**").

All parties agree that Requests are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("**Administrative Arbitrator**"). In an effort to expedite resolution of any

such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by Quantum Knight.

You and Quantum Knight agree to cooperate in good faith with the AAA to implement the Batch Arbitration process including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings.

This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

11.10 30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: Corp2000, at 838 Walker Road, Suite 21-2, Dover, DE 19904, ATTN: Quantum Knight Inc., within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, the email address provided to Quantum Knight (if applicable), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

11.11 Invalidity, Expiration. Except as provided in Section 11.4 (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with Quantum Knight as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

11.12 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Quantum Knight makes any future material change to this Arbitration Agreement, it will notify you. Unless you reject the change within thirty (30) days of such change become effective by writing to Quantum Knight at Corp2000, at 838 Walker Road, Suite 21-2, Dover, DE 19904, ATTN: Quantum Knight Inc., your continued use of the Services following the posting of changes to this Arbitration Agreement constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of this Agreement and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes arising out of or relating in any way to your access to or use of the Services or this Agreement, the provisions of this Arbitration Agreement as of the date you first accepted the Agreement (or accepted any subsequent changes to this Agreement) remain in full force and effect. Quantum Knight will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of this Agreement.

12. GENERAL PROVISIONS

12.1 Governing Law. Any dispute, claim or request for relief relating in any way to your use of the services will be governed and interpreted by and under the laws of the state of California, consistent

with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded from this Agreement.

12.2 Exclusive Venue. To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Quantum Knight agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in Santa Clara County, California.

12.3 Electronic Communications. The communications between you and Quantum Knight may take place via electronic means, whether you visit the Services or send Quantum Knight emails, or whether Quantum Knight posts notices on the Services or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Quantum Knight in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Quantum Knight provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq.

12.4 Assignment. The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Quantum Knight's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

12.5 Force Majeure. Quantum Knight shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

12.6 Questions, Complaints, Claims. If you have any questions, complaints or claims with respect to the Services, please contact us at: support@quantumknight.io. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

12.7 Choice of Language. It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

12.8 Notice. Where Quantum Knight requires that you provide an email address, you are responsible for providing Quantum Knight with your most current email address. In the event that the last email address you provided to Quantum Knight is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Quantum Knight's dispatch of the email containing such notice will nonetheless constitute effective notice. You may give notice to Quantum Knight at the following address: 838 Walker Rd, Suite 21-2, Dover, DE 19904. Such notice shall be deemed given when received by Quantum Knight by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

12.9 Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.10 Severability. If any portion of the Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

12.11 Trade Controls. You acknowledge that products, services or technology provided by Quantum Knight (each a “**Product**”) are subject to the export control laws and regulations of the United States, and that activities involving these Products may be subject to various trade and economic sanctions laws and regulations (collectively, “Trade Controls”). You shall conduct your activities involving these Products and under this Agreement in full compliance with applicable Trade Controls. You may not use, export, reexport, transfer, or import any Products, except as authorized by Trade Controls. In particular, but without limitation, you may not, without prior government authorization, directly or indirectly export, reexport, or otherwise provide the Products to or for: (a) a country or territory that is the target of comprehensive sanctions (as of the date of this Agreement, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, or Luhansk regions of Ukraine (each a “Sanctioned Country”)); (b) to any party that is precluded pursuant to applicable laws from receiving the Products, including entities or individuals that are designated on an applicable government restricted parties lists, including, without limitation, the U.S. Department of the Treasury’s Specially Designated Nationals and Blocked Persons List or Foreign Sanctions Evaders List, or the U.S. Department of Commerce’s Entity List, Denied Person’s List, or Unverified List (each a “Restricted Party”); (c) any prohibited end-use, including, without limitation, activities relating to nuclear, chemical, and biological weapons or ballistic missiles; or (d) otherwise in violation of applicable laws. By using the Products, you represent and warrant that you are not located in a Sanctioned Country and are not a Restricted Party. You will notify Quantum Knight as soon as reasonably possible in the event that the foregoing representations are no longer accurate.

12.12 Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

12.13 Entire Agreement. The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

13. INTERNATIONAL USERS. The Services can be accessed from countries around the world and may contain references to Services that are not available in your country. These references do not imply that Quantum Knight intends to make such Services available in your country. The Services are controlled and offered by Quantum Knight from its facilities in the United States of America. Quantum Knight makes no representations that the Services are appropriate or available for use in other locations. Those who access or use the Services from other countries do so at their own volition and are responsible for compliance with local law. The following provisions shall apply only if you are located in the countries listed below.

13.1 United Kingdom. A third party who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of the Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.

13.2 Germany. Notwithstanding anything to the contrary in Section 8 (Limitation of Liability), Quantum Knight is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).