

Third Party Platform Terms of Service

Last Updated: July 14, 2023

PLEASE READ THESE TERMS OF SERVICE CAREFULLY.

These Third Party Platform Terms of Service (these “Terms”) apply to your use of and access to Ontra-branded content offered through external, third-party platforms (“Content”). By accessing the Content in any way, you accept and agree to be bound by these Terms, on your own behalf and on behalf of any organization or entity you represent, which form a binding agreement between you and InCloud, LLC (together with its affiliates, “Ontra”, “us”, “our” and “we”). If you’re using or accessing the Content on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these Terms on that organization’s or entity’s behalf and bind them to these Terms (in which case, the references to “you” and “your” in these Terms, except for in this sentence or as expressly provided otherwise, refer to that organization or entity). These Terms will remain in effect for so long as you are provided access to the Content.

THESE TERMS PROVIDE THAT ALL DISPUTES BETWEEN YOU AND ONTRA RELATING TO THESE TERMS OR YOUR USE OF OR ACCESS TO THE CONTENT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND THAT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE MAY BE LIMITED. EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN SECTION 12, YOU AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. ADDITIONALLY, YOU ARE HEREBY WAIVING YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. PLEASE REVIEW SECTION 12 OF THESE TERMS FOR DETAILS REGARDING YOUR AGREEMENT TO ARBITRATE ANY DISPUTE WITH ONTRA.

ELIGIBILITY

Age Requirement. You must be at least 18 years old to access or use the Content. If you are under 18 years old, you are not permitted to use or access the Content. By accessing or using the Content you represent and warrant that you are an individual of legal age to form a binding contract. We do not knowingly collect or solicit personally identifiable information from children under 18 years of age; if you are a child under 18 years of age, please do not attempt to register for or otherwise use the Content or send us any personal information.

LIMITED LICENSE

Subject to your continued compliance with these Terms, Ontra grants to you a non-exclusive, non-sublicensable, revocable, non-transferable right to access and view the Content for your internal, personal use only and for no other purpose whatsoever, including any competitive purposes or on behalf of or for the benefit of any third party. Ontra reserves all rights not expressly granted to you in these Terms.

OWNERSHIP

Ontra Property. As between the parties, Ontra and its licensors own all intellectual property rights or other right, title, or interest in or to the Services, including, but not limited to: (i) the Content and all related images, illustrations, designs, icons, photographs, video clips and written and other materials displayed or performed or available on or through the Content, (ii) any Feedback (as defined below), (iii)

all Aggregated Data (as defined below), and (iv) any and all proprietary technology, algorithms, code, scripts, routines, user interface designs, architecture, class libraries, network designs, know-how, trade secrets, proprietary technology, feature or product names, logos, trademarks, service marks, and trade names (other than those provided by our Customers, the “Ontra Marks”) or other intellectual property in connection with the foregoing (collectively, the “Ontra Property”). Except as expressly provided in these Terms, none of the Ontra Property may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted, or distributed in any way and nothing on any third party site may be construed to confer any license to any Ontra Property. Any rights not expressly granted herein are reserved by Ontra and you agree that you will not modify, publish, transmit, participate in the transfer or sale of, reproduce (except as expressly provided in these Terms), create derivative works based on, or otherwise exploit any Content. You hereby represent, warrant and covenant that you will abide by all copyright notices, trademark rules, information, and restrictions contained in any Content, and that you won’t use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, perform, upload, display, license, sell, commercialize or otherwise exploit for any purpose any Content, (i) without the prior consent of Ontra or the owner thereof or (ii) in a way that violates someone else’s (including Ontra’s) rights.

Downloadable Content. In the event Ontra makes any Content available to be downloaded by End Users (the “Downloadable Content”), Ontra hereby grants you permission to download, view, copy and print the Downloadable Content. You understand and acknowledge that the Downloadable Content does not constitute legal, financial, investment, tax, accounting, regulatory, compliance, or other similar professional advice and should not be used for any other purpose but your personal, informational, and non-commercial use. The Downloadable Content may not be modified or altered in any way, including the removal or alteration of any copyright and trademark notice. Any unauthorized use of any Downloadable Materials may constitute a violation of copyright laws, trademark laws, laws of privacy and publicity, and communications regulations and statutes.

Feedback. You may from time to time provide suggestions, comments, questions, recommendations or other feedback with respect to the Content (“Feedback”). You hereby assign to Ontra, all right, title, and interest in and to the Feedback. Ontra will be the owner of all Feedback and will be free to use, but have no obligation to use, without any attribution or compensation to you, all Feedback and any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

Third-Party Property and Products. All (i) trademarks, product names, and company names or logos other than the Ontra Marks that are cited or displayed within the Content or the third-party platform and (ii) data, materials, documents or other content posted by another End User or any Customer belongs exclusively to that End User or Customer (collectively, the “Third-Party Property”), are the property of their respective owners. Nothing in these Terms confer any rights in or licenses to Third-Party Property. Additionally, the Content may contain features that are integrated with software, web browser plug-ins, and/or applications that are provided by a third-party, or hyperlinks to third-party websites (collectively, the “Third-Party Products”). You understand that all Third-Party Products are subject to their own terms and conditions with the provider of that Third-Party Product, and that Ontra has no control over, assumes no responsible for and makes no warranty of any kind with respect to any Third-Party Products or the content, accuracy, privacy policies or practices of or opinions expressed by any Third-Party Property owners, including those that you may interact with through the Content. Additionally, Ontra does not monitor, censor or edit the content of any Third-Party Property or Third-Party Products, or provide any maintenance or support services for the Third-Party Products. Ontra is not responsible for any license, exchange of data, interaction, service, information gathered from, or the use of, any of Third-Party

Products. When you access the Third-Party Property and/or the Third-Party Products, you accept that there are risks in doing so, and release and hold us harmless from any and all liability arising from your use thereof.

RESTRICTIONS ON USE OR ACCESS TO THE CONTENT

Restricted Uses. You agree that at you will not, and you will not permit any other person to, at any time: (i) copy, modify, or create derivative works of the Content in whole or in part; or (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, contribute, publish, transfer, or otherwise make the Content Available; (iii) remove, obscure or modify any use of the Ontra Property or any proprietary notices or terms of use from the Content; (iv) use the Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates Applicable Law; (v) use or interact with the Content in any manner that is dangerous, harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene or otherwise objectionable.

Restricted End-User Content. You are legally and ethically responsible for any End User Data, including, but not limited to any writings, files, photos, reviews, documents, pictures, or any other materials, that you post or transmit. When accessing the Content, you agree not to upload, display, perform, transmit or otherwise distribute any End User Data that: (i) is known by you to be false, inaccurate, or misleading; or (ii) infringes anyone's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (iii) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or foreign law or regulation, including any export laws or regulations; (iv) is, or may reasonably be considered to be, defamatory, libelous, hateful, abusive, obscene, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing, or advocates or encourages illegal conduct harmful to any individual, partnership or corporation; (v) includes advertisements, spam, or content for which you were compensated or granted any consideration by any third party; (vi) includes information that references third party websites or addresses, email addresses, phone numbers, or other contact information of subjects without having obtained valid rights from such subjects to use and distribute such information; (vii) contains any computer virus, worms, or other potentially damaging computer programs or files; or (viii) that otherwise violates these Terms.

Compliance with Law. You acknowledge and agree that your access to and use of the Content may be subject to applicable laws, ordinances, rules and regulations, including without limitation, the rules and regulations of foreign, federal, state and/or local agencies ("Applicable Law"). You represent that your use of the Content, including as an Authorized User, is not prohibited by Applicable Laws. Ontra is not responsible for your use of the Content in the event that your use violates any Applicable Law. You agree to comply with all Applicable Laws related to your use, transmission and disclosure of any data or information, including your End User Data, in connection with the Content, and that you will be responsible in the event you have violated Applicable Law in connection with your use of the Content.

PRIVACY AND USER DATA

Data Privacy. You may be asked to provide personal information in a questionnaire, application, form, or similar document or service in connection with your use of the Content. Any personal information that you provide to us will be subject to the Ontra Privacy Policy; provided, that the use of your personal data and information provided to Ontra by or through a Customer pursuant to a Customer Agreement or in connection therewith may, instead or also, be subject to the terms and conditions of such Customer Agreement. Subject to the foregoing, the Privacy Policy governs Ontra's use of the data and information you provided to Ontra or through the Content, including End User Data. In the event that you provide any personal information on behalf of another person or entity, you hereby represent and warrant that you

have obtained all right, permission, authority and consent required under Applicable Law to provide this personal information to Ontra and allow Ontra to use, handle and share this personal information in the manner set forth in our Privacy Policy. The Privacy Policy is incorporated by reference into the Terms, and by accepting these Terms, you acknowledge that you have read and understand the terms of the Privacy Policy.

Aggregate Data. You understand and agree that Ontra may monitor, collect, and compile data and information related to or derived from your use of the Content, including any End User Data you post or upload, in each case, in an aggregate and anonymized manner (the “Aggregated Data”). All right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to and are retained solely by Ontra. Ontra may use or disclose Aggregated Data (i) to its affiliates; (ii) in compliance with Applicable Law, including without limitation to improve and enhance the Content and (iii) for other development, diagnostic, and corrective purposes in connection with the Content and other offerings by Ontra; however, in no event will any Aggregate Data identify you or any other person identified in your End User Data or be identifiable as having originated from you.

SUSPENSION OR TERMINATION

Suspension or Termination for Violation of these Terms. Ontra reserves the right to take down any End User Data or suspend or terminate your access to the Content at any time if it determines in its sole discretion that you have violated these Terms or that your use or access to the Services is causing or may cause immediate, material or ongoing harm to Ontra, the Site, the Platforms, the Services, another Authorized User or Customer, or any of our subprocessors.

Service Suspension. In addition to the foregoing rights, you understand that from time to time, your access to the Content may be temporarily unavailable, impaired, or suspended by Ontra due to any of the following: (i) an unscheduled emergency maintenance, (ii) routine planned maintenance, or (iii) the unavailability, suspension, or termination of Ontra’s access to or use of a hosting site or subprocessor’s products or services that are required to enable you or any other Authorized Users to access or use the Content.

Effect of Termination. Upon termination of these Terms, your access to the Content and/or the third party platform through which the Content is hosted, your license to the Content shall automatically terminate and you must immediately cease all access to and use of the Content. Please refer to the Privacy Policy, as well as the licenses above, to understand how we treat information and End User Data you provide to us after you have stopped accessing the Content. All provisions of these Terms that expressly or by implication continue to govern your or our rights and obligations after termination of access to the Content shall survive including, without limitation, any obligation you have to indemnify us, any limitations on our liability, any terms regarding ownership or intellectual property rights, and terms regarding disputes between us, including without limitation the arbitration agreement below.

CONFIDENTIALITY

Your Confidentiality Obligations. You understand and acknowledge that through your use of or access to the Content, you may have access to or receive certain nonpublic information regarding Ontra’s business, products and services or regarding other Authorized Users. You agree that you will not use or disclose any information you receive through the Content to any person except as required for your use of the Content, and that you will exercise a reasonable degree of care to maintain the confidentiality of that information. You understand that other End Users or Authorized Users with appropriate access rights may have access

to your End User Data in connection with the Content. Ontra is not responsible to the extent any End User Data provided by you is subject to any confidentiality obligation to another person or entity.

Ontra's Confidentiality Obligations. Ontra understands and acknowledges that it may have access to or come into possession of your End User Data through your use of or access to the Content, and Ontra will likewise exercise a reasonable degree of care to maintain the confidentiality of your End User Data. Ontra will only access or use your End User Data (i) as requested or instructed by you or its Customer, whose Customer Agreement permitted you to be an Authorized User, (ii) to provide the Content or to improve, maintain or otherwise support the Content, (iii) as required by Applicable Law, or (iv) as otherwise described in these Terms or the Privacy Policy. Ontra does not want you to submit confidential or proprietary information to us. Information, comments, ideas, suggestions, Feedback or other materials submitted to Ontra will not be confidential. You understand and agree that Ontra reserves the right to freely to use and/or disseminate such submissions on an unrestricted basis for any purpose.

INDEMNIFICATION OF ONTRA

You will indemnify and hold harmless Ontra, its affiliates, and its affiliates' respective directors, managers, officers, employees, agents, successors and assigns from and against any and all damages, losses, costs and expenses (including reasonable attorneys' fees) incurred by Ontra in connection with any action, claim or proceeding brought by a third party (excluding subcontractors and agents of Ontra) arising out of or in relation to your use of, posting, or other transmission of your End User Data in connection with the Content, your use of the Content or your violation of these Terms.

LIMITED WARRANTY

EXCEPT AS EXPLICITLY PROVIDED IN THESE TERMS, THE CONTENT AND THE ONTRA PROPERTY ARE PROVIDED "AS IS" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW AND ONTRA AND ITS AFFILIATES, LICENSORS, SUPPLIERS, PARTNERS, PARENT, SUBSIDIARIES AND EACH OF ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, MEMBERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, REPRESENTATIVES AND AGENT, AND EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (ONTRA AND ALL SUCH PARTIES TOGETHER, THE "ONTRA PARTIES") HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE ONTRA PARTIES MAKE NO WARRANTY OF ANY KIND THAT THE CONTENT AND THE ONTRA PROPERTY, OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. THE ONTRA PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR THE ACCURACY, COPYRIGHT COMPLIANCE, LEGALITY, OR DECENCY OF MATERIAL CONTAINED IN OR ACCESSED THROUGH THE CONTENT, INCLUDING ANY ONTRA PROPERTY, OR ANY CLAIMS, ACTIONS, SUITS, PROCEDURES, COSTS, EXPENSES, DAMAGES OR LIABILITIES ARISING OUT OF USE OF, OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN, THE CONTENT. THE ONTRA PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING SUGGESTIONS OR RECOMMENDATIONS OF SERVICES OR PRODUCTS OFFERED OR PURCHASED THROUGH OR IN CONNECTION WITH THE CONTENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT

APPLY TO YOU BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW IN NO EVENT WILL ONTRA OR THE ONTRA PARTIES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES (INCLUDING, INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, REVENUES, OR PROFITS, LOSS OF GOODWILL OR REPUTATION, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, COST OF REPLACEMENT GOODS OR SERVICES, OR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA) ARISING FROM OR IN CONNECTION WITH THESE TERMS OR THE CONTENT, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, IN EACH CASE, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ONTRA'S OR THE ONTRA PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE CONTENT EXCEED \$100. NOTWITHSTANDING THE FOREGOING, THESE LIMITATIONS SHALL NOT LIMIT ANY LIABILITY OF ONTRA FOR FRAUD OR WILLFUL MISCONDUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL OR CERTAIN OTHER DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSIONS MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION BY BINDING ARBITRATION

Please read this Section carefully. It affects your rights, requires you to arbitrate certain disputes and claims with Ontra and limits the manner in which you can seek relief from Ontra.

Summary. Most of your concerns can be resolved quickly and to your satisfaction by contacting us at support@ontra.ai. In the unlikely event that we are unable to resolve your complaint to your satisfaction (or if Ontra has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration rather than in a court of general jurisdiction. Arbitration procedures are typically more limited, more efficient, less costly and less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than a court does, and is subject to very limited review by courts. Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. In any litigation between you and Ontra over whether to vacate or enforce an arbitration award, YOU AND ONTRA WAIVE ALL RIGHTS TO A JURY TRIAL, and elect instead to have the dispute be resolved by a judge.

Exceptions. As limited exceptions to the Section entitled "Summary" above, and subject to the Section entitled "Exclusive Venue" below, nothing in these Terms will be deemed to waive, preclude, or otherwise limit either party's right to: (a) bring an individual action in small claims court in the New York County, New York or any United States county where you live or work; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive or other equitable relief in a court of law and competent jurisdiction; or (d) file suit in a court of general jurisdiction to address an intellectual property infringement claim.

Arbitration Agreement. These Terms are governed by and will be construed under the Federal Arbitration Act, applicable federal law, and the laws of the State of New York, without regard to the conflicts of laws provisions thereof. Ontra and you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Content will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding, before a single arbitrator in the County of New York in the State of New York, the United States of America. You also acknowledge and agree that Ontra's officers, directors, managers, employees and independent contractors ("Personnel") are third-party beneficiaries of these Terms, and that upon your acceptance of these Terms, all Personnel will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof. Any arbitration between you and Ontra will proceed in the English language and be governed by the JAMS Streamlined Arbitration Rules and Procedures then in effect (collectively, "JAMS Rules") by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes. The arbitrator shall be selected from the appropriate list of JAMS arbitrators in accordance with the JAMS Rules. You understand and agree that, except as expressly provided otherwise herein, the arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction. YOU AGREE THAT, BY AGREEING TO THESE TERMS, YOU AND ONTRA ARE EACH WAIVING ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY OR IN FRONT OF A JUDGE OR TO PARTICIPATE IN A CLASS ACTION. This arbitration provision will survive termination of these Terms.

Notice. If you or Ontra intends to seek arbitration, the party seeking to initiate the arbitration proceeding must first send, by U.S. certified mail, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), a written Notice of Dispute ("Notice") to the other party. A Notice to Ontra should be sent via U.S. mail or other nationally recognized overnight courier addressed to Notice of Dispute, InCloud, LLC, 2041 East Street PMB39, Concord, CA 94520, Attn: General Counsel with a copy of the Notice submitted via email to to notices@ontra.ai (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought ("Demand"). Upon receipt of a Notice, Ontra and you will attempt in good faith to resolve the dispute described in the Notice. If Ontra and you do not reach an agreement to resolve the dispute within 30 days after the Notice is received, you or Ontra may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Ontra or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Ontra is entitled.

Arbitration Costs. The JAMS Rules will govern payment of all arbitration fees. The prevailing party in any arbitration action or proceeding will be entitled to receive from the non-prevailing party all costs, damages and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with that action or proceeding, whether or not the controversy is reduced to judgment or award. The prevailing party will be that party that is determined by the arbitrator(s) to have prevailed on the major disputed issues. Notwithstanding the foregoing, if the value of your claim is less than ten thousand (\$10,000) dollars, and the arbitrator, upon final disposition of the case, finds the substance of your claim and/or the relief sought was not frivolous or initiated for an improper purpose, Ontra will pay for the reasonable filing, administrative, and arbitrator fees associated with the arbitration.

Class Action Waiver. YOU AND ONTRA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING AND

THAT ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR AUTHORIZED USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this provision is found to be unenforceable, then all of the preceding language in this Section 12 will be null and void. This arbitration agreement will survive the termination of your relationship with Ontra.

Exclusive Venue. In any circumstances where the foregoing arbitration agreement permits either you or Ontra to litigate any dispute, claim or controversy arising out of or relating to the subject matter of these Terms in court, then the foregoing arbitration agreement will not apply to either party and the parties agree that the exclusive jurisdiction and venue of any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Content will be in the state or federal courts of and located in, respectively, New York County in the State of New York, the United States of America, or the federal district in which that county falls.

Modifications to this Arbitration Provision. If Ontra modifies this arbitration provision, other than a change to our address for delivery of a Notice, you may reject the modification by sending us written notice within 30 days of being notified of that modification to Ontra's Notice Address, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Ontra.

MODIFICATIONS OR UPDATES TO THESE TERMS

Ontra reserves the right to modify or update these Terms and the Content from time to time. You agree that Ontra has no responsibility to update you with respect to non-material modifications or updates. It is your responsibility to review these Terms periodically while accessing or using the Content. If you don't agree with the new Terms, you are free to reject them; unfortunately, this means you will no longer be able to use or access the Content. You understand and agree that your continued use of the Content following Ontra's posting a notice of any modification or update to these Terms indicates your acceptance and agreement to all such modifications and updates. Except for changes by us as described herein, no other amendment or modification of these Terms will be effective unless in writing and agreed upon by both you and us.

COMMUNICATIONS WITH ONTRA

If you provide your contact information in relation to, to register for, or to gain access to the Content, you agree to receive communications regarding such Content from Ontra. If you contact us via the third party platform, digital sign up, or by direct email, you are communicating with us electronically. If you contact us electronically, you agree to receive communications from us electronically. We will communicate with you by email or by posting notices on third party platform hosting the Content. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

By signing up for the access to the Content, you confirm that you want Ontra to send you information by email regarding your transactions with us or that we think may be of interest to you, and you agree to receive communications from Ontra, and you represent and warrant that each person you register for the Content or for whom you provide email addresses has consented to receive communications from Ontra. You agree to indemnify and hold Ontra harmless from and against

any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to your breach of the foregoing.

SECURITY AND SUPPORT

Although we cannot make an absolute guarantee of system security, Ontra takes reasonable steps to maintain security of its systems and the Services. If you have reason to believe system security has been breached, or if you encounter any issues with the Services, please contact us at support@ontra.ai.

NO LEGAL OR OTHER ADVICE

Nothing in the Content constitutes legal, tax, accounting, regulatory or other professional advice, opinion, or recommendation by Ontra or its affiliates. **Neither Ontra nor its affiliates is a law firm or provides legal services, advice, or representation.** If legal or other professional assistance is required, the services of a competent professional should be sought. You assume all responsibilities and obligations with respect to any decisions, advice, conclusions, legal or tax opinions, or recommendations made or given as a result of your use of the Content, including without limitation any decision made or action taken in reliance upon content, or incorporating or referencing the content made available or accessed through the Content. No attorney-client relationship is formed with Ontra or any of its affiliates by virtue of providing the Content. None of the Content or content shall constitute or be construed as a recommendation, solicitation, offer, opinion, by Ontra or any of its Affiliates for any financial transaction, the purchase of a financial instrument, including but not limited to securities, or any kind of investment.

Copyright Infringement. If you have evidence, know, or have a good faith belief that any portion of the Content infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please provide Ontra with a notice of copyright infringement containing the following information in writing (see 17 U.S.C 512(c)(3) for further detail): (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Ontra to locate the material and verify its existence; (iv) information reasonably sufficient to permit Ontra and/or our Copyright Agent to contact you, such as an address, telephone number, and, if available, email address; (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above-written information must be sent to our registered Copyright Agent:

Copyright Agent c/o InCloud, LLC, 2041 East Street PMB39, Concord, CA 94520, notices@ontra.ai

Upon receipt of a proper notice of copyright infringement, we reserve the right to: (x) remove or disable access to the infringing material; (y) notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and (z) terminate such content provider's access to the Content if he or she is a repeat offender.

If you believe that your End User Data that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your End User Data, you may send a written counter-notice containing the following information to the Copyright Agent: (1) your physical or electronic signature; (2) identification of the end user data that has been removed or to which access has been disabled and the location at which the end user data appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the end user data was removed or disabled as a result of mistake or a misidentification of the end user data; and (4) your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the Federal Court in the judicial district in which your address is located, or, if your address is located outside the United States, for any judicial district in which Ontra is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the Copyright Agent, Ontra may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed End User Data or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the End User Data provider, member, or user, the removed End User Data may be replaced, or access to it restored, in 14 business days or more after receipt of the counter-notice, at Ontra's sole discretion.

MISCELLANEOUS

Except as may be specified in an applicable Customer Agreement, these Terms constitute the entire agreement between you and Ontra with respect to the subject matter described herein and supersedes any and all other agreements, whether written or oral, or communications with Ontra regarding the Content. In the event of any inconsistency or conflict between these Terms and any Customer Agreement, the terms of the Customer Agreement will prevail with respect to your use of the Content as an Authorized User on behalf of the Customer. You may not assign, novate or otherwise transfer any rights or obligations under these Terms without Ontra's prior written consent. Any attempted or purported assignment, delegation or other transfer by you without such consent shall be void. We may transfer, assign, or delegate these Terms and our rights and obligations without consent. Except as expressly set forth herein, you and Ontra agree there are no third-party beneficiaries intended under these Terms. If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, that provision will be limited or eliminated, to the minimum extent necessary, so that these Terms shall otherwise remain in full force and effect and enforceable and such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any of Ontra's rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver by Ontra thereof, and no single or partial exercise of any right, remedy, power, or privilege under these Terms will preclude any other or further exercise thereof by Ontra or the exercise of any other right, remedy, power, or privilege by Ontra. Except as explicitly set forth herein, no other act, document, usage, custom or course of dealing shall be deemed to amend or modify these Terms.

BY ACCEPTING THESE TERMS AND CONTINUING TO ACCESS OR USE THE CONTENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS.