

MERSIVE TECHNOLOGIES, INC.
SOLSTICE KEPLER SYSTEM TERMS OF SERVICE
Last Updated Oct 30 2018

ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF USE ("Terms") IS REQUIRED BEFORE YOU CAN ACCESS THE INFORMATION ON OR USE THE SERVICES PROVIDED BY MERSIVE TECHNOLOGIES, INC. ("MERSIVE"), INCLUDING ANY FREE DEMO USE OF THE SOLSTICE KEPLER SYSTEM. CAREFULLY READ ALL OF THE TERMS BEFORE PROCEEDING. YOU MAY NOT ACCESS OR USE THE SITE OR SERVICES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT ACCEPT SUCH TERMS BY INDICATING YOUR ACCEPTANCE BELOW, YOU WILL NOT BE PERMITTED TO ACCESS OR USE THE MERSIVE SOLSTICE KEPLER SYSTEM (AS DEFINED BELOW). THESE TERMS ARE APPLICABLE TO ALL USERS OF THE SOLSTICE KEPLER SYSTEM AND ARE LEGALLY BINDING.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES ARISING OUT OF THESE TERMS, RATHER THAN JURY TRIALS OR CLASS ACTION LAWSUITS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Please note that the Terms are subject to change by Mersive in its sole discretion at any time. When changes are made, Mersive will make a new copy of the Terms available at the Site and within the Application. We will also update the "Last Updated" date at the top of the Terms. If we make any material changes, and you have registered with us to create an Account, we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new users of the Solstice Kepler System, and will be effective thirty (30) days after posting notice of such changes on the Site and/or Application for existing users, provided that any material changes shall be effective for users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Site and/or Application or thirty (30) days after dispatch of an e-mail notice of such changes to registered users. Mersive may require you to provide consent to the updated Terms in a specified manner before further use of the Solstice Kepler System is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Solstice Kepler System. Otherwise, your continued use of the Solstice Kepler System constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

Throughout these Terms, the terms "user," "you," and "your" refer, individually and collectively, to each and all users of the Solstice Kepler System.

1. Description of the Solstice Kepler System.

Mersive makes available the "Solstice Kepler System", comprising a connected device and software that removes technical barriers to better collaboration in the meeting room by allowing any number of connected users to share unlimited content. Solstice allows users to collaborate online on their phones, tablets or computers.

The "Solstice Kepler System" consists of a hardware device designed to be deployed on existing WiFi/Ethernet networks to facilitate one-to-many deployment monitoring and management for business administrators ("Pod") and a cloud-based service that provides users with the ability to get real-time status updates, uptime numbers, diagnostic issues, and usage and analytics data relating to the use of the Solstice products and services purchased by your account administrator ("Application"), and our associated website ("Site"). The Solstice Kepler System is designed to remove technical barriers to better collaboration in the meeting room by allowing any number of connected users to share unlimited content through phones, tablets, or computers. The Solstice Kepler System, including all of the features and functionality of the Pod, Application, and Site, together with all of its content (whether accessible wirelessly, electronically or downloadable for printing), shall be referred to herein as the "Solstice Kepler System," and all services provided by or otherwise made available to you by the Solstice Kepler System

shall be referred to herein as the "Services." By using the Solstice Kepler System you assume the risks associated with using the Solstice Kepler System.

2. Creation of Account/Profile.

To obtain access to the Solstice Kepler System and certain Services, you may be required to register for an account, for example, as an authorized account administrator of a Customer ("Account") and provide certain information about yourself as prompted by the account registration form, such as your email address and password. When registering with Mersive you must: (a) provide true, accurate, current and complete information about yourself and (b) maintain and promptly update your registration or profile data to keep it true, accurate, current and complete. You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Mersive of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Mersive cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. Further, you may be responsible for any damages we sustain as a result of unauthorized access to the Application or Site.

3. License to use the Solstice Kepler System.

Subject to these Terms, Mersive grants you a non-transferable, non-exclusive, revocable, limited license to use, access, and download (as applicable) the Solstice Kepler System for your own personal or internal business, noncommercial use, including to make your computer display available to other individuals, on computer equipment that you own or control. The Application (or any elements thereof) may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

You acknowledge and agree that the availability of the Application and the Services is dependent on the third party from whom you received the Application license, e.g., the Apple App Store or Google Play ("App Store"). You acknowledge that the Terms are between you and Mersive and not with the App Store. Mersive, not the App Store, is solely responsible for the Solstice Kepler System, including the Services, the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use the Application, you must have access to a wireless network, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with Solstice Kepler System, including the Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., the App Store's terms and policies) when using the Solstice Kepler System, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms and will have the right to enforce them.

You must provide all equipment and software necessary to connect to Solstice Kepler System, including but not limited to, a mobile device and/or projection screen that is suitable to connect with and use Solstice Kepler System, as applicable. You are solely responsible for any fees, including Internet connection or mobile fees, and fees for equipment not included in the Solstice Kepler System, that you incur when accessing and using the Solstice Kepler System.

4. Privacy.

In order to understand how we collect, use and disclose information about you in connection with your use of our Services, please consult our privacy policy www.mersive.com/privacy. Any and all data and information submitted to or through the Services, including the Solstice Kepler System, are subject to our practices set forth in the privacy policy.

5. Pod.

To access certain features of the Solstice Kepler System, you may need to be granted access to a Pod by a Customer. The Pod can connect to multiple users, wired or wirelessly, on multiple networks to facilitate collaboration. You are responsible for any network or internet connectivity required to access or use the Solstice Kepler System. An internet connection is required for the proper functioning of the Pod, as well as to access cloud-based software elements identified in any accompanying documentation. Mersive is not responsible for Solstice Kepler System performance issues related to internet or network connectivity issues.

6. Mobile and Web Application.

The Application can be installed on your desktop, Android or iOS device (e.g. mobile phone or tablet) and may be paired with the Pod. Data you input into the Application is processed through the Pod to display in a collaborative environment.

7. Updates to the Services and Terms.

We may issue Pod, Application, or Site updates, patches and fixes (collectively, "Updates"). If and when we issue Updates, we may, but are not required to, make such Updates available to you. The Updates shall be governed by these Terms. We may also determine that in order to provide you with new Updates, you will need to review these Terms (as may be amended by us at our discretion) again and accept it again, before you are permitted to access, use, download and/or install any such Updates. If your continued use of the Services is conditional upon your acceptance of any Updates that we provide and you refuse to accept the Updates by refusing to click on the "I AGREE" button, your license to use the Services terminates on the day of your refusal. You may need to update third-party software from time to time in order to use the Solstice Kepler System.

8. Modification of the Solstice Kepler System and/or the Services.

We reserve the right, for any reason, in our sole discretion, to terminate, change, suspend or discontinue any aspect of the Solstice Kepler System, including, but not limited to, content, features, or hours of availability. We may also impose limits on certain features of the Solstice Kepler System or restrict your access to part or all of the Solstice Kepler System without notice or penalty. We may suspend or terminate your Account or your use of the Solstice Kepler System at any time, for any reason or for no reason at all.

9. Fees

You may access the Solstice Kepler System without charge. However, in order to access certain features and functions of the Solstice Kepler System, you may need to be authorized by the account administrator of an enterprise licensee who is a subscriber to the Solstice Kepler System ("Customer").

10. User Content.

"User Content" means any information and content that a user submits to, or uses with, the Solstice Kepler System (including content displayed through the Application). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not and will not violate the Acceptable Use Policy below, and that you are either the creator and owner of the User Content or have sufficient right and authority to make your User Content available as contemplated by these Terms. You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Mersive. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

To the extent that you provide User Content to Mersive (in connection with reviews, feedback, communications with other members etc.), you hereby grant (and represent and warrant that you have

the right to grant) Mersive an irrevocable, non-exclusive, royalty-free and fully-paid-up, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit such User Content, and to grant sublicenses of the foregoing rights, in connection with the operation and improvement of the Solstice Kepler System. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. For the sake of clarity, Mersive does not, and will not (unless required by law) share User Content submitted to the Solstice Kepler System with any third parties.

11. Acceptable Use.

You must not use the Services to harm others or the Services. For example, you must not use the Services to harm, threaten, or harass another person, organization, or user of the Services, or to build a similar service or website. You must not: damage, disable, overburden, or impair the Services (or any network connected to the Services); resell or redistribute the Services or any part of it; use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; or use any automated process or Services (such as a bot, a spider, or periodic caching of information stored by the Solstice Kepler System) to access or use the Services.

In addition, you promise that you will not and will not encourage or assist any third party to:

- modify, alter, tamper with, repair or otherwise create derivative works of any software;
- reverse engineer, disassemble, or decompile the software used to provide or access the Services, including the software, or attempt to discover or recreate the source code used to provide or access the Services, except and only to the extent that the applicable law expressly permits doing so;
- use the Services in any manner or for any purpose other than as expressly permitted by these Terms, the Privacy Policy, any user guides or any other policy, instruction or terms applicable to the Services that are available on the Services ("Policies");
- sell, lend, rent, resell, lease, sublicense or otherwise transfer any of the rights granted to you with respect to the Services to any third party;
- remove, obscure, or alter any proprietary rights notice pertaining to the Services;
- use the Services to engage in any unlawful or fraudulent activity or perpetrate a hoax or engage in phishing schemes or forgery or other similar falsification or manipulation of data;
- send unsolicited or unauthorized junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise;
- store or transmit inappropriate User Content, such as User Content: (1) containing unlawful, defamatory, threatening, pornographic, abusive, libelous or otherwise objectionable material of any kind or nature, (2) containing any material that encourages conduct that could constitute a criminal offense, (3) that violates the intellectual property rights or rights to the publicity or privacy of others, or (4) store or transmit any User Content that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware;
- abuse, harass, stalk or otherwise violate the legal rights of a third party;
- interfere with or disrupt servers or networks used by the Solstice Kepler System to provide the Services or used by other users to access the Services, or violate any third party regulations, policies or procedures of such servers or networks or harass or interfere with another user's full use and enjoyment of any Software or the Services;
- access or attempt to access other accounts, computer Solstice Kepler Systems or networks not covered by these Terms, through password mining or any other means;
- cause, in Mersive's sole discretion, an inordinate burden on the Services or Solstice Kepler System's resources or capacity; or
- share passwords or other access information or devices or otherwise authorize any third party to access or use the Services.

Mersive reserves the right, in its sole discretion, to deactivate, change or require you to change your Account, passwords, and any custom or vanity URLs, custom links, or vanity domains you may obtain

through the Services for any reason or for no reason. Mersive may exercise such right at any time, with or without prior notice. Mersive makes all judgments concerning the applicability of these guidelines in our sole and exclusive discretion. Mersive reserves the right, in its sole discretion, to determine whether and what action to take in response to each such notification, and any action or inaction in a particular instance will not dictate or limit our response to a future complaint. We will not assume or have any liability for any action or inaction with respect to any User Content.

Mersive takes no responsibility and assumes no liability for any User Content or for any loss or damage resulting therefrom, nor is Mersive liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter in User Content when using the Solstice Kepler System. Your use of the Solstice Kepler System is at your own risk. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Solstice Kepler System will not contain any content that is prohibited by these Terms. We retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services as part of our efforts to protect the Services, protect our customers, or stop you from breaching these Terms. The technology or other means we use may hinder or break your use of the Services.

12. Ownership of the Solstice Kepler System.

Unless otherwise stated, Mersive is the owner of all copyright, trademark, patent, trade secrets, database and other proprietary rights in the Solstice Kepler System, including without limitation, the Site, as a collective work and/or compilation, and in the selection, co-ordination and arrangement of the information and content in the Solstice Kepler System. You may not publish, distribute, extract, re-utilize, or reproduce any part of the Solstice Kepler System in any material form (including photocopying or storing it in any medium by electronic means) other than in accordance with the limited use license set out in these Terms or as permitted by applicable law. Except as expressly provided in these Terms and the copyright notice, we grant no rights to you under any patents, copyrights, trademarks, trade secrets or any other proprietary rights. Provided however, that except for material that we license to you, we don't claim ownership of any content (i.e., your usage data) that is transmitted, stored, or processed in your account(s).

When you purchase the Pod, you own the Pod and title passes to you upon delivery of the Pod to the shipping address listed in your order. However, Mersive will retain ownership of all copyright, trademark, patent, trade secrets, database and other proprietary rights underlying and otherwise in connection with the Pod.

13. Your Use of the Solstice Kepler System

Apart from your User Content or personal data, you may not modify or copy in any way any content you obtain from this Solstice Kepler System, distribute or transmit it to any other person or company for commercial purposes, frame or otherwise display any of the content of this Solstice Kepler System on your own or any other website, use such content in any way that is competitive with Mersive or disparages Mersive, mass distribute such content through electronic or other means, or make any other use of such content. Such modification, distribution or transmission, display, or use shall constitute a breach of these Terms and infringe on Mersive's copyrights, patents, trademarks, trade secrets, and/or other intellectual property rights owned by or licensed to Mersive.

If you download and/or print any content of this Solstice Kepler System, you agree to maintain any and all patent, copyright, trademark notices and other notices or statements of proprietary rights appearing on such content and to not remove, obliterate or cancel from view any such notices or statements.

You are strictly prohibited from modifying or tampering with the Pod, including by attempting to extract the software from the Pod or installing additional software or applications on the Pod. The Pod may only be used in connection with the Solstice Kepler System.

14. Trademarks.

All brand, product and service names used in the Solstice Kepler System are the trademarks, trade names or services of Mersive, unless otherwise stated. You may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trademarks, trade names or service marks, or use any meta tags or any other "hidden text" utilizing any such trademarks, trade names or service marks, without the express prior written permission of Mersive or the owner of such trademarks, trade names or service marks.

15. Third Party Content.

As part of the Services, we may provide hypertext links or access to sites on the Internet that are operated by unrelated third parties and contain certain third party content, such as without limitation maps, routing instructions, driving directions, billing programs, etc. ("Third Party Content"). By using any such external hypertext link or otherwise accessing any Third Party Content, you acknowledge that you will be leaving our site. You are responsible for independently confirming the accuracy of all Third Party Content, such as without limitation driving directions or the existence of designated routes. You acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, or in connection with, the use of or reliance on any Third Party Content.

16. Disclaimer of Warranties and Liability

THE SOLSTICE KEPLER SYSTEM IS PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND MERSIVE (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SOLSTICE KEPLER SYSTEM WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOLSTICE KEPLER SYSTEM, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

17. Limitation of Liability.

THE SOLE REMEDY FOR ANY CLAIM FOR DAMAGES ARISING OUT OF OR RELATED TO THE SOLSTICE KEPLER SYSTEM, INCLUDING WITHOUT LIMITATION, THE SITE, ANY SERVICES, OR ANY PRODUCT OR SERVICES ACQUIRED THROUGH THE SOLSTICE KEPLER SYSTEM SHALL BE LIMITED TO A REFUND OF ANY AMOUNT YOU PAID FOR SUCH PRODUCT OR SERVICES.

UNDER NO CIRCUMSTANCES SHALL MERSIVE, OR ANY OF ITS RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR REPRESENTATIVES, OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, TRANSMITTING OR DISTRIBUTING THE SOLSTICE KEPLER SYSTEM OR ANY PART THEREOF, HAVE ANY LIABILITY TO YOU, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE FOR ANY DAMAGES ARISING FROM OR IN CONNECTION WITH THE SOLSTICE KEPLER SYSTEM OR ANY PRODUCTS OR SERVICES MADE AVAILABLE OR LISTED ON IT, WHETHER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THE FOREGOING LIMITATION OF LIABILITY IS HELD TO BE UNENFORCEABLE FOR ANY REASON, THEN, TO THE FULLEST EXTENT PERMITTED BY LAW, OUR MAXIMUM LIABILITY FOR ANY OF THE FOREGOING TYPES OF DAMAGES SHALL BE LIMITED TO THE AMOUNT THAT MERSIVE RECEIVED FROM YOU FOR THE TRANSACTION THAT GAVE RISE TO THE CLAIM.

18. Indemnification.

You agree to indemnify and hold harmless Mersive and its directors, officers, employees, agents and representatives from and against any and all third party claims for damages arising from: (i) the use of the Solstice Kepler System or the Services or content or of any data provided by you in violation of these Terms; (ii) any claim that the Solstice Kepler System as modified or altered by you or your partners, employees, agents or contractors, or the use by Mersive of any data submitted by you, infringes the patent, copyright or other intellectual property right, or misappropriates the trade secrets, of any third party; (iii) any inaccurate or incomplete data, or any virus, worms, spyware, back door, Trojan horse or other malicious code transmitted by you; (iv) any breach of these Terms by you; and (v) any violation of applicable laws, rules or regulations by you.

19. Term and Termination.

Your obligations under these Terms shall continue for as long as you access or use this Solstice Kepler System or Services or use or maintain any of the content of this Solstice Kepler System or Services or copies thereof ("Term"). You may terminate your obligations at any time by discontinuing your use of this Solstice Kepler System and Services and by destroying all content obtained from it, and all copies thereof. However, your termination of these Terms does not relieve you from liability resulting from your failure to comply with the obligations of these Terms before such termination, and Mersive reserves the right to enforce such pre-termination obligations before or after you terminate these Terms. Mersive reserves the right, in its sole discretion, to terminate your access to or use of this Solstice Kepler System and any related services or any portion thereof at any time and for any reason, including, without limitation, breach of these Terms.

20. Force Majeure.

Neither party to these Terms will be liable to the other under these Terms or otherwise for performance that is prevented by a cause outside the control of the party, including without limitation, natural disaster, war, riot, labor disturbance, or failure of publicly available channels of communication.

21. Dispute Resolution.

Dispute Resolution. *Please read the following arbitration agreement in this Section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Company and limits the manner in which you can seek relief from us.*

21.1 Applicability of Arbitration Agreement. You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Company, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Company 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). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

IF YOU AGREE TO ARBITRATION WITH COMPANY, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST COMPANY ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

21.2 Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent Mersive Technologies, Inc., c/o Corporation Service Company, 251 Little Falls Drive, Wilmington, DE 19808. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Company will pay them for you. In addition, Company will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, Company will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

21.3 Authority of Arbitrator. The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Company. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). 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 arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

21.4 Waiver of Jury Trial. YOU AND COMPANY 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 Company are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 21.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

21.5 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court in accordance with Section 23.

21.6 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 the following address: Mersive Technologies, Inc, 2399 Blake St. Ste 150 Denver, CO 80205 or email privacy@mersive.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Company username (if any), the email address you used to set up your Company account (if you have one), 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.

21.7 Severability. 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.

21.8 Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Company.

21.9 Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Company makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to Company.

22. Notices

The party seeking notification must notify the other as follows: If to Mersive: Mersive Technologies, Inc., 2399 Blake St. Ste 150, Denver, CO 80205. If to user, a written notice to the contact information associated with your Account or user profile.

23. Applicable Law.

These Terms are governed by and will be construed in accordance with the laws of the United States and the State of Colorado. Any dispute that is not subject to arbitration under Section 21 shall be resolved in the Federal and state courts in Denver County, Colorado.

24. Severability.

If any provision or part of a provision of these Terms is contrary to law, the remaining part of the provision and the remaining provisions of the Terms will remain in effect.