

## Terms of Service

These Terms of Service apply to the Stratusphere Platform (the “Platform”; “Stratusphere”) by StratusGrid, LLC, its subsidiaries and affiliates. The Platform is owned by StratusGrid, LLC (“StratusGrid”). These Terms of Service also incorporate by reference the Privacy Policy and any other policies available on the Platform. **BY USING THE PLATFORM, YOU AGREE TO THESE TERMS OF SERVICE.**

StratusGrid reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time. You are responsible for periodically reviewing the Terms of Service for changes. By continuing to use the Platform, you accept any changes at the time they are implemented.

### Stratusphere

The Stratusphere platform aggregates data from different operating companies for a single management company to manage cloud environments at scale. Stratusphere currently gathers cost and usage reports, Trusted Advisor, Security Hub, and other monitoring metrics data from customer's AWS cloud environments or other cloud platforms to identify the relative performance of a company's cloud environments, as well as to help identify what companies need further review.

Stratusphere is configured in your AWS environment by applying a proprietary CloudFormation stack configuration. Upon access to the Platform, StratusGrid will supply you with access to the Stratusphere integration. This single script then deploys all necessary configurations automatically in the AWS environment to provide users with a fully integrated platform and dashboard for viewing access of their relevant data. You are responsible for all integrations to your system and StratusGrid will provide support as necessary to assist in the initial integration of the Stratusphere Platform. Following the initial integration, StratusGrid may offer support plans and continued support service as needed. Any support plan shall be set out in a separate agreement between the parties and shall be subject to an additional support fee.

**Permissions created for Stratusphere are read only in nature, and the Stratusphere platform is not able to make configuration changes in the environment.** While Stratusphere may provide the user with guidance or tooling on configuration, no automated changes will be made to your cloud environment without the express consent of the user following the initial integration.

### User Account

You may be required to register for an account to access the Platform. The registration process may require you to provide your name, company name, address, telephone number, email address, and certain additional personal data or other information. You must provide accurate, current, and complete information during the registration process and at all other times when you use the Platform. You are the sole authorized user of any account you create. You are solely and fully responsible for all activities that occur under your password or account. You may not authorize others to use your User status, and you may not assign or otherwise transfer your User account to any other person or entity.

As a user of the Platform, you may have access to join a particular organization or multiple organizations. As part of an organization, access to certain data may be limited or otherwise restricted by administrative accounts controlling a particular organization. Those administrative accounts are solely responsible for the control of access to data sets and StratusGrid will not be liable for any improper sharing or improper access controls as established by an administrative account.

StratusGrid will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by StratusGrid or a third party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or StratusGrid has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, your account may be suspended or terminated.

### **Fees and Payment Terms**

By using the Platform, you agree to pay a subscription fee as set forth in an applicable Order Form. The Order Form shall specify all mutually agreed upon rates between the parties and control any specific terms not set out in these Terms of Service. Unless expressly set forth in writing or separate instrument, payment obligations are non-refundable once paid. In the event you utilize a credit card to pay any fees due under the Terms of Service, StratusGrid reserves the right to charge a service fee of 3.5% on all credit card payments. In the event your credit card declines a charge for any fees due, StratusGrid may suspend access to the Platform until the fees due are paid in full.

Subscriptions to the Platform shall be auto-renewing and the applicable rates for access to the Platform may increase at StratusGrid's sole discretion. In the event of a rate increase, StratusGrid shall supply all users sixty (60) days' notice of any rate increase prior to that increase going into effect. All renewals under these Terms of Service shall be made using an anniversary date model in which access to the Platform will renew on the anniversary date of the initial Subscription Term as set forth in your applicable Order Form.

For clarity and as an example, if an Order Form is executed on April 10, 2024 for a twelve (12) month period, the renewal date would be April 10, 2025. In the event you provide notice of nonrenewal to StratusGrid, you will retain access to the Platform until 11:59:59pm on April 9, 2025 and access to the Platform will terminate at 12:00am on April 10, 2025.

In the event an Order Form is executed for a period of six (6) months or any other irregular monthly interval, the renewal date will be on the same calendar day as the Order Form following that time period. For clarity and as an example, if an Order Form is executed on April 10, 2024 for a six (6) month period, the renewal date would be October 10, 2024. In the event you provide notice of nonrenewal to Stratusgrid, you will retain access to the Platform until 11:59:59pm on October 9, 2024 and access to the Platform will terminate at 12:00am on October 10, 2024.

In the event you receive an invoice from StratusGrid for access to the Platform, invoices will be sent to you, via email to the email address(es) designated in your account and all fees are

due within fifteen (15) days of the date of the invoice. All fees are payable in United States dollars.

In the event you fail to pay any fees within fifteen (15) days, StratusGrid may assess a late fee of the lower of 2% per month or the maximum amount allowable by law and suspend access to the Platform until all fees are paid in full. Such termination of access shall not constitute a breach by StratusGrid and StratusGrid shall not be responsible for any damages arising from your lost access to the Platform.

### **Use of Platform/Restrictions**

Without limiting other rules and prohibitions in this Agreement, by using the Platform, you agree that:

(1) You will only use the Platform for lawful purposes; you will not use the Platform for sending or storing any unlawful material or for deceptive or fraudulent purposes; and you will not engage in conduct that harms other Users, StratusGrid Employees, or the community.

(2) You will only use the Platform in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights.

(3) You will only access the Platform using means explicitly authorized by StratusGrid.

(4) You will not use another User's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Platform.

(5) You will not use the Platform to cause nuisance, annoyance or inconvenience.

(6) You will not use the Platform, or any content accessible through the Platform, for any commercial purpose, including but not limited to contacting, advertising to, soliciting or selling to, any Merchant, User or Contractor, unless given prior permission to do so in writing.

(7) You will not copy or distribute any information or content displayed through the Platform, for republication in any format or media.

(8) You will not compile, directly or indirectly, any content displayed through the Platform except for your personal, noncommercial use.

(9) The information you provide to StratusGrid when registering an account is accurate. You will promptly notify StratusGrid of any changes to such information and will provide StratusGrid with proof of identity as reasonably requested.

(10) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Platform.

(11) You will use the Platform for your own use and will not directly or indirectly resell, license or transfer the information, software, code, or other content contained on the Platform to a third party.

(12) You will not attempt to gain unauthorized access to the Platform or to any account, resource, or other network.

(13) You will not attempt to test the vulnerability of any system or network or breach or circumvent any security or authentication measures of StratusGrid.

(14) You will not make use of any robot, spider, web crawler, extraction software, automated process and/or device to scrape, copy, index, frame, or monitor any portion of our Platform, websites, or any other content.

(15) You will not scrape or otherwise conduct any systematic retrieval of data or other content from the Platform.

(16) You will report any errors, bugs, or any breach of our intellectual property rights that you uncover in your use of the Platform.

(17) You will not abuse our promotional or credit code system, by opening multiple accounts to benefit from offers available only to first-time users.

StratusGrid reserves the right to suspend and/or permanently deactivate your account at its sole discretion in the event of any breach of these restrictions.

### **SOC1 Compliance**

The Platform is not designed or intended for financial reporting and has not undergone a SOC1 audit. You agree that any information obtained from the Platform shall be used for information purposes only and no information or other material shall be construed as legal, tax, investment, financial, or other advice. **You alone assume the sole responsibility of evaluating the merits and risks associated with the use of any information of content obtained by use of the Platform and agree not to hold StratusGrid, its affiliates, employees, officers, employees, and agents liable for any damages arising from any decision made through your use of the Platform.** All information is provided best effort and no guarantee is made to cost savings or that an increase in your security score on the platform will result in a reduction of actual security breaches.

### **Content**

All content, including, but not limited to, text, graphics, photographs, trademarks, logos, sounds, music, and computer code (that content, the “Content”) arranged to create the content, design, structure, coordination, expression, appearance and feel of the Platform is owned, controlled or licensed by or to StratusGrid, and is protected by United States and international patent, copyright, trademark and trade secret laws of general applicability.

Except as expressly provided in the Terms of Service, no part of the Platform and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, web Platform, or other medium for publication or distribution or for any commercial enterprise without StratusGrid’s prior express written consent.

The above notwithstanding, you may use information purposefully made available by StratusGrid for download from the Platform provided that you: (1) not remove any proprietary notice language in all copies of such documents (2) the use of such information is used only for commercial purposes limited to managing cloud environments and making decisions about those environments, and (3) you make no additional representations or warranties relating to such documents.

### **Confidential Information**

Confidential Information shall include any information or data, regardless of whether it is in tangible form, disclosed by either party (“Disclosing Party”) to the other party (“Receiving Party”) that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including, without limitation, an agreement between the parties, any order form, user data, security reports, audit reports, customer lists, pricing, concepts, processes, plans, designs and other strategies, “know how”, inventions, and financial, technical, or other business information and materials of Disclosing Party.

Confidential Information does not include any information which: (a) is publicly available through no breach of this Agreement or fault of Receiving Party; (b) was properly known by Receiving Party, and to its knowledge, without any restriction, prior to disclosure by Disclosing Party; (c) was properly disclosed to Receiving Party, and to its knowledge, without any restriction, by another person without violation of Disclosing Party's rights; or (d) is independently developed by Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

Except as otherwise authorized by Disclosing Party in writing, a Receiving Party will not (a) use any Confidential Information of Disclosing Party for any purpose outside of exercising Receiving Party's rights or fulfilling its obligations under this Agreement and (b) disclose or make Confidential Information of Disclosing Party available to any party, except to Receiving Party's affiliates, and Receiving Party's and its affiliates' respective employees, legal counsel, accountants, contractors, who have a reasonable need to know. The Receiving Party will be responsible for its Representatives' compliance with this.

Representatives will be legally bound to protect Confidential Information of a Disclosing Party under terms of confidentiality that are at least as protective as the terms of this Section. The Receiving Party will protect the confidentiality of Confidential Information of Disclosing Party using the same degree of care that it uses to protect the confidentiality of its own confidential information but in no event less than reasonable care.

### **Trademarks and other Intellectual Property**

The trademarks of StratusGrid are not to be used without permission. Trademarks include, but are not limited to:

***StratusGrid***

***StratusGrid Cloud Intelligence Platform***

***SCIP***

## ***Stratusphere***

### ***Stratusphere - FinOps***

Trademarks also include, but are not limited to, the logos associated with any trademarks and used throughout the Platform. The content included in the Platform and other resources made available through the Platform is protected by copyright and is owned or used with permission or under fair use by StratusGrid.

By accessing the Platform, you grant StratusGrid the right to use and display your name, logo, and a description of your use case/case study on StratusGrid's website and in marketing and promotional materials, subject to your standard trademark usage guidelines that are provided to StratusGrid.

### **License and Platform Access**

As long as you are in compliance with the Terms of Service, StratusGrid grants you a personal, non-exclusive, nontransferable, limited privilege to enter and use the Platform. Access to this Platform is limited to personal use of the Platform and is not for modifying all or any portion of the Platform, without the prior express written consent of StratusGrid. This license does not include any derivative use of the Platform or the Content outside of the uses defined by these Terms of Service. No part of the Platform may be reproduced, duplicated, copied, sold, resold, transferred, or otherwise exploited for any commercial purpose without the prior express written consent of StratusGrid. Any unauthorized use of the Platform terminates the permission and license granted herein.

From time to time, StratusGrid may make available beta offerings. You may, in your sole discretion, choose to use a beta offering. StratusGrid may discontinue a beta offering at any time, in its sole discretion, or decide not to make a beta offering generally available. To the extent you use any beta offerings that are only made available to a limited number of customers on an invitation basis in a non-public or private manner the following terms shall apply.

Any private beta offering made available to you is strictly for testing and experimentation purposes only. You acknowledge that, by its nature, a private beta offering may (a) not meet speed or performance benchmarks or expectations; (b) have gaps in functionality; and (c) contain bugs. Any existing support terms shall not apply to private beta offerings. Private beta offerings, and any information related to such private beta offerings, including their existence, are considered Confidential Information of StratusGrid.

### **Third Party Links**

Links to other websites or applications are provided for the convenience and information of visitors to the Platform. Clicking on these links will navigate you to another site. The inclusion of links on the Platform does not represent, unless specifically noted in the link, an endorsement, authorization, sponsorship, or affiliation with the linked site. Unless otherwise indicated, any applications, webpages, or documentation linked to from the Platform are not under the control of StratusGrid. StratusGrid is not responsible for the content or presentation of any linked Platform. StratusGrid makes no representation regarding the accuracy or completeness of the information contained in any linked applications, webpages, or documentation unless otherwise indicated as material of StratusGrid.

### **User's Representations and Warranties**

By using the Platform, you represent and warrant that:

- You are of legal age and sufficient authority to enter a binding agreement.
- All data supplied will be complete and accurate to the best of your ability. You will not impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity.
- You will not transmit any content that is unlawful, defamatory, obscene, trade libelous, threatening, harassing, tortuous, invasive of another's privacy, or that constitutes personal identifiable information.
- You have read, acknowledge, understand, and agree to the Terms of Service and Privacy Policy as incorporated into this agreement.

### **Ownership of Data**

You will own all user data associated with your use of the Platform and by utilizing Stratusphere grant StratusGrid a perpetual, irrevocable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display this data for the following purposes: (a) providing and improving the services on the Platform; (b) internal usage, including but not limited to, data analytics so long as such data is anonymous and aggregated with other customer data; (c) complying with applicable legal requirements and assisting law enforcement agencies; and any other purpose that is consistent with the Terms of Service.

### **Read Only Access to Data**

As part of the Platform, StratusGrid may receive read-only access to User data to further develop and provide the services available on the Platform or to develop independent proposals or estimates to Users that may fall outside the scope of the Platform. Such access shall be restricted to read-only and StratusGrid shall make no changes to the User environment. In the event a User desires to act on any independent proposal or estimate, the terms of that agreement shall be set out in a separate service agreement between the parties. StratusGrid shall maintain confidentiality of all User data and take reasonable steps to ensure such information remains confidential. In the event StratusGrid utilizes any user data in any future product offerings or development endeavors, such data shall be anonymized prior to use.

### **Intellectual Property Infringement**

It is StratusGrid's policy to respond to claims of intellectual property infringement. StratusGrid will promptly process and investigate notices of alleged infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512(c)(2) ("DMCA") and other applicable intellectual property laws. As required by the DMCA, notifications of claimed copyright infringement should be sent to StratusGrid's designated agent (the "Designated Agent"). Below is the information for Designated Agent for the Platform:

Gatehouse Law, LLC

Attn: Jace Williams  
3108 Blue Lake Drive, Suite 200  
Birmingham, Alabama 35243  
Phone: 205.208.9595  
Email: dmca@gatehouse.law

Any written communication under this section should include the following:

- (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Platform are covered by a single notification, a representative list of such works at that Platform.
- (3) 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 the service provider to locate the material.
- (4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.
- (5) A statement that the complaining party has 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.
- (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

### **Products or Services Offered on the Platform**

StratusGrid may make changes to any products or services offered on the Platform, or to the applicable prices/subscription fees for any such products or services, at any time, without notice. The information on the Platform regarding products and services may be out of date, and StratusGrid is not obligated to update such information on the Platform.

### **Fact Scenarios**

StratusGrid may, at times, use fact scenarios based in part on true events. The fact scenarios, however, are used for illustrative purposes and are not meant to depict any real person or event.

### **Disclaimers**

StratusGrid makes no claim that the platform or any content, service or feature of the platform will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the platform will provide specific results. The platform and its content are delivered on an “as-is” and “as-available” basis. All information provided on the platform is subject to change without notice. StratusGrid cannot ensure that any files or other data you download from the platform will be free of viruses or contamination or destructive features. Stratusgrid disclaims all



warranties, express or implied, including any warranties of accuracy, non-infringement, merchantability and fitness for a particular purpose. StratusGrid disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the platform. You assume total responsibility for your use of the platform and any linked apps to which you may navigate from the platform. Your sole remedy against StratusGrid for dissatisfaction with the platform or any content is to stop using the platform or any such content. This limitation of relief is a part of the bargain between the parties.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use of the Platform, whether for breach of contract, tort, negligence or any other cause of action.

StratusGrid reserves the right to do any of the following, at any time, without notice: (1) modify, suspend or terminate operation of or access to the Platform, or any portion of the Platform, for any reason; (2) modify or change the Platform, or any portion of the Platform, and any applicable policies or terms; and (3) interrupt the operation of the Platform, or any portion of the Platform, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

#### **Right to Refuse Service**

StratusGrid reserves the right to refuse service to anyone and terminate your account at any time. Should the termination of your account be for convenience by StratusGrid (and not related to any breach of this agreement or other improper use of the Platform), StratusGrid will issue a prorated refund of any Service Fee paid for the Platform.

#### **Limitation of Liability**

StratusGrid is not liable to you, except where prohibited by law, for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits, even if StratusGrid has been advised of the possibility of such damages.

#### **Indemnity**

You agree to indemnify and hold StratusGrid, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any third party demands, loss, liability, claims or expenses (including reasonable attorneys' fees), made against StratusGrid due to your use of the Platform.

#### **Violation of the Terms of Service**

StratusGrid may disclose any information about you (including your identity) if it determines such disclosure is necessary in connection with any investigation or complaint regarding your use of the Platform, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (intentional or not) StratusGrid's rights or property, or the rights or property of visitors to or users of the Platform, including StratusGrid's customers. Some violations may include:

- Using the Platform without the requisite ability or authority to ratify legally binding contracts, or while temporarily or indefinitely suspended from the Platform;

- Circumventing or manipulating the billing process, or any fees owed to StratusGrid;
- Distributing or posting spam, chain letters, or pyramid schemes;
- Distributing viruses or any other technologies that may harm StratusGrid or the interests or property of StratusGrid customers;
- Copying, modifying, republishing or distributing content from the Platform or StratusGrid's copyrights and trademarks;
- Impersonating another person or otherwise misrepresenting your affiliation with another person or entity;
- Conducting fraud, hiding or attempting to hide your identity;
- Providing inaccurate contact information;
- Harvesting or otherwise collecting information about other users; or
- Transmitting to StratusGrid or any user any information or materials of any kind that (1) violate, plagiarize or infringe on the intellectual property or contractual rights of any third party (2) are libelous, defamatory, obscene, abusive (3) contain any viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

StratusGrid reserves the right at all times to disclose any information it deems necessary to comply with applicable law, regulation, legal process or governmental request. StratusGrid may also disclose your information when it determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You agree that StratusGrid may preserve any transmittal or communication from you through the Platform or any service offered on or through the Platform, and may also disclose such data if required to do so by law or StratusGrid determines that such preservation or disclosure is reasonably necessary to: (1) comply with legal process (2) enforce the Terms of Service (3) respond to claims that any such data violates the rights of others (4) protect the rights, property or personal safety of StratusGrid, its employees, users of or visitors to the Platform, and the public.

You agree that StratusGrid may, in its sole discretion and without notice, terminate your access to the Platform if it determines you have violated these Terms of Service or other agreements or guidelines associated with your use of the Platform. You also agree that any violation by you of these Terms of Service will constitute an unlawful and unfair business practice that will cause irreparable harm to StratusGrid. Because monetary damages for such a violation would be inadequate, you consent to StratusGrid obtaining any injunctive or equitable relief it deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies StratusGrid may have at law or in equity.

You agree that StratusGrid may, in its sole discretion and without prior notice, terminate your access to the Platform, for cause, which includes, but is not limited to: (1) requests by law enforcement or other government agencies (2) a request by you (3) discontinuance or material modification of the Platform or any service offered on or through the Platform or (4) unexpected technical issues or problems.

If StratusGrid does take any legal action against you as a result of your violation of the Terms of Service, it will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted. You agree that StratusGrid will not be liable to you or to any third party for termination of your access to the Platform as a result of any violation of these Terms of Service.

### **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Platform, including all disputes, will be governed by the laws of the United States and by the laws of the state of Alabama without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Jefferson County, Alabama, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Service must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

If there is any controversy or dispute between you and StratusGrid arising out of or in connection with your use of the Platform, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If the parties are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then it shall be submitted to legally binding arbitration. Judgment upon an arbitration decision may be entered in any court otherwise having jurisdiction. This provision is intended to be as broad as possible under the law: it shall apply to all claims and causes of action, including all statutory and constitutional claims, contract claims and tort claims. The parties agree that their relationship affects and involves interstate commerce. **YOU UNDERSTAND THAT DISPUTES RESOLVED UNDER THIS PROVISION SHALL BE THE SOLE REMEDY FOR ANY CONTROVERSY OR CLAIM ARISING OUT OF THE TERMS OF SERVICE AND EXPRESSLY WAIVE YOUR RIGHT TO A LAWSUIT IN ANY CIVIL COURT EXCEPT TO ENFORCE AN ARBITRATION DECISION.**

### **International Use**

StratusGrid makes no representation that the Platform is accessible, appropriate or legally available for use in locations outside the United States, and accessing and using the Platform (including with regard to the provision, collection or processing of data) is prohibited from territories where doing so would be illegal. If you access or use the Platform from other locations, you do so at your own initiative and risk and are solely responsible for compliance with local laws.

### **Miscellaneous**

You may not use, export or re-export any Content or any copy or adaptation of such Content, or any product or service offered on the Platform, in violation of any applicable laws or regulations, including, but not limited to, United States export laws and regulations.

Each provision of the Terms of Service shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of the Terms of Service which are valid, enforceable, and legal.

StratusGrid's failure to enforce strict performance of the Terms of Service shall not be construed as a waiver by StratusGrid of any provision or any right it has to enforce the Terms of Service, nor shall any course of conduct between StratusGrid and you or any other party be deemed to modify any provision of the Terms of Service. The Terms of Service shall not be interpreted or construed to confer any rights or remedies on any third parties.

### **Feedback and Information**

Any feedback you provide regarding the Platform is not considered confidential. StratusGrid is free to use such information without restriction.

### **Violations**

Please report any violation of the Terms of Service to StratusGrid.

The information contained in these Terms of Service are subject to change without notice.

© 2023 StratusGrid, LLC. All rights reserved.

StratusGrid, LLC

Updated by StratusGrid's General Counsel on September 7, 2024.