

IN10.AI BETA AGREEMENT

This In10.ai Beta Agreement (“**Agreement**”) is entered into by and between Bitvore Corp. a Delaware corporation (“**Bitvore**”), and the participant in the beta program (“**Customer**”). This Agreement sets forth the terms and conditions under which Bitvore agrees to provide, and Customer agrees to obtain, access to the Bitvore technologies, online services described herein for use by Customer for a period of 2 months (the “**Term**”).

BY ACCESSING OR USING THE SERVICE (AS DESCRIBED BELOW), CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS BETA AGREEMENT.

1. PROVISION OF BETA SERVICE. Bitvore has not yet released a full production version of its hosted service available at <https://in10.ai> (the “**Service**”), and the Service has not yet been tested like other commercially released services or software that you may use. Therefore, it is likely that the Service will contain errors, including errors that may cause the Service, or your computer to malfunction. If you do not wish to accept the risk of errors in the service, please do not use the service. Bitvore hereby agrees to provide Customer with access to the Service for Customer’s non-production internal evaluation and testing purposes during the Term specified above. Use of the Service involves access to data and content that is subject to certain restrictions. Customer agrees that it will not export any of the data or content made available to Customer through the Service for use or consumption outside of the context in which it is presented within the Service.

2. RESTRICTIONS AND CONDITIONS. Customer shall not, directly, indirectly or through its employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) “frame,” “mirror,” copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) knowingly allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that is deliberately designed to interfere with, degrade, or disrupt the integrity or performance of any Bitvore technologies, services, systems or other offerings, including data transmission, storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the Bitvore products and services; (f) intentionally circumvent or disable any security features or functionality associated with Service; (g) export, extract or copy any of the data or content provided through the Service for use or display outside of the Service; or (h) use the Service in any manner prohibited by law. All rights not expressly granted to Customer are reserved by Bitvore, its suppliers and licensors.

3. CONFIDENTIALITY.

3.1 Confidentiality. Each party agrees that, without the express consent of the other party, none of its employees or agents will disclose to any third party any information or material that the other party designates as confidential (including without limitation the terms and conditions of this Agreement) unless such information or material (a) is or becomes publicly known through no wrongful act of the receiving party, (b) is received from a third party without restriction and without breach of any confidentiality obligation to the other party, (c) is independently developed by the receiving party, or (d) is required by law to be disclosed (provided that the other party is given advance notice of, and an opportunity to, contest any such requirement).

3.2 Customer Data. As between the parties, Customer Data will be and remain the property of Customer, and will be considered Customer’s Confidential Information. Upon termination or expiration of this Agreement Bitvore will make Customer’s data stored on the Service available to Customer for download for at least thirty (30) days. No Customer Data may be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of Bitvore, except that Bitvore may use Customer Data to train machine learning models for use by Bitvore for its own business purposes. These resulting machine learning models are owned by Bitvore and may be used or commercialized by Bitvore without restriction, but will not be reversible back to the Customer Data or be capable of identifying Customer as the source of the applicable training data.

4. FEEDBACK. Customer may submit comments or ideas about the Service, including without limitation about how to improve the Service (“**Feedback**”). By submitting any Feedback, Customer agrees that its disclosure is gratuitous, unsolicited and without restriction and will not place Bitvore under any fiduciary or other obligation, and that Bitvore is free to use the Feedback without any additional compensation to Customer, and/or to disclose the Feedback on a non-confidential basis or otherwise to anyone. Customer further acknowledges that, by acceptance of Customer’s submission, Bitvore does not waive any rights to use similar or related ideas previously known to Bitvore, or developed by its employees, or obtained from sources other than Customer.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement will begin on the Effective Date and shall continue thereafter until the end of the Term unless terminated earlier. For the purpose of this Agreement, the “**Effective Date**” will be earlier of the date in which Customer accepted these terms or the first date in which Customer has accessed the Service.

5.2 Termination. Either party may terminate this Agreement at any time upon five (5) days written notice to the other.

5.3 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service.

6. DISCLAIMER OF WARRANTIES.

6.1 Mutual Warranties. Each party represents and warrants to the other that it is duly authorized to execute this Agreement and perform the obligations set forth herein.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICE AND ANY TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, “**SERVICES**”) ARE PROVIDED STRICTLY ON AN “**AS IS**” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY RESULTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BITVORE, ITS SUPPLIERS AND ITS LICENSORS.

6.3 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. BITVORE IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND BITVORE'S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY BITVORE.

6.4 Limitation. ALL CLAIMS BY CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE AGGREGATE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY BITVORE HEREUNDER DURING THE TWELVE MONTHS IMMEDIATELY PRECEDING THE APPLICABLE CLAIM. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES BITVORE, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT CUSTOMER'S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUITABLE RELIEF FOR BREACH OF THIS AGREEMENT.

6.5 Exclusion of Certain Damages and Limitations of Types of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIMITATIONS APPLY EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN THE CASE OF STRICT OR PRODUCT LIABILITY.

6.6 Interpretation. The limitations in sections 6.3 and 6.4 are independent of each other. The limitation of damages set forth in section 6.3 shall survive any failure of essential purpose of the limited remedy in section 6.4.

7. GENERAL. This Agreement shall be governed by California law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary. This Agreement may not be transferred or assigned by either party, including by operation of law, except that either may assign in connection with a merger, acquisition or sale of all or substantially all of the assets related to this Agreement, without the prior written consent of the other. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of Bitvore to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All confidentiality obligations, disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, either party may immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement comprises the entire agreement between Customer and Bitvore and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.