

TERMS OF USE

Date of Last Change: February 27, 2024 (“Current Date”)

Welcome, and thank you for your interest in bloXroute Labs, Inc. ("bloXroute," "we," or "us") and our website at www.bloXroute.com, along with our related websites and services (collectively, the "Site"). These Terms of Use are a legally binding contract between you and bloXroute regarding your use of the Site.

[PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE CLICKING THE "I ACCEPT" BUTTON. CLICKING THE "I ACCEPT" BUTTON INDICATES YOUR ACCEPTANCE OF THESE TERMS (AS DEFINED BELOW). IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT CLICK "I ACCEPT."]

[BY ACCESSING OR USING THIS SITE, OR REGISTERING AN ACCOUNT ON THE SITE,][BY CLICKING ACCEPT] YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION OF YOUR USE OF THE SITE, YOU AGREE TO BE BOUND BY, THE FOLLOWING TERMS AND CONDITIONS, INCLUDING BLOXROUTE'S [PRIVACY POLICY](#) (TOGETHER, THESE "TERMS"). IF YOU ARE NOT ELIGIBLE, OR, EXCEPT AS SET FORTH IN SECTION 8, DO NOT AGREE TO THESE TERMS, THEN YOU DO NOT HAVE OUR PERMISSION TO USE THE SITE [AND SHOULD IMMEDIATELY DISCONTINUE USE OF THE SITE]. [YOUR USE OF THE SITE, AND BLOXROUTE'S PROVISION OF THE SITE TO YOU, CONSTITUTES AN AGREEMENT BY YOU TO BE BOUND BY THESE TERMS.]

PLEASE BE AWARE THAT SECTION 8 OF THESE TERMS CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THESE TERMS. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF ILLINOIS, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

1. OVERVIEW OF SITE AND SERVICES

The Site provides information about bloXroute, as well as about our affiliates, and about bloXroute's platform, products, and services, including about the bloXroute Blockchain Distribution Network (BDN).

The BDN is a paid subscription service (with a free “introductory” tier, as well as paid tiers with varying features) and its pricing plans may be found at <https://bloxroute.com/pricing/>. Use of the BDN is subject to these Terms, including but not limited to its Dispute Rules and Arbitration, all Disclaimers including the Service Interruptions and other Contingencies Disclaimer, as well as its restrictions on Prohibited Conduct.

2. BLOCKCHAIN DISTRIBUTION NETWORK (BDN) PLANS

- i. **Billing.** All use of a paid-tier BDN plan, requires the timely payment of all required service fees. You are responsible for all applicable taxes, and we will charge tax if required to do so.
- ii. **No Refunds.** All payments, including services fees, are non-refundable. However, refunds may be issued if required by law; provided that, any such refund may be subject to network or transaction fees (e.g., Ethereum gas fee).
- iii. **Downgrades and Changes.** Your services will remain in effect until it is canceled or terminated in accordance with these Terms. If you do not pay for your services on time, we reserve the right to suspend your access or use the services, in whole or in part. We may add or remove features at any time in our sole discretion. We may, from time to time, change, update or modify the pricing terms in effect.
- iv. **Termination and Suspension.** You are free to stop using our services at any time. We reserve the right to suspend or terminate your access to the services with notice to you if:
 - a. You are in breach of these Terms,
 - b. Your use of the services would cause a risk of harm or loss to us, the services or other users.
 - c. any fees owed to us by you are past due.

To the extent possible, we will endeavor to provide you with advance notice either via the email address associated with your account or otherwise through the services prior to any discontinuation of the services. We expressly reserve the right to not provide notice before termination where (1) You are in material breach of these Terms, (2) doing so would cause us legal liability or compromise our ability to provide the services to our other users, or (3) we are prohibited from doing so by law.

- v. **Discontinuation of Services.** We may decide to discontinue any part of or the services in full in response to unforeseen circumstances beyond bloXroute’s control or to comply with a legal requirement. If we do so, we will use commercially reasonable efforts to give you prior notice.

3. LICENSES

- i. **Limited License.** Subject to your complete and ongoing compliance with these Terms, including any payment obligations, bloXroute grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Site.
- ii. **License Restrictions.** Except and solely to the extent such a restriction is impermissible under applicable law, you may not: (i) reproduce, distribute, publicly display, or publicly perform the Site; or (ii) make modifications to the Site.
- iii. **Information You Submit.** You WILL NOT submit any information or other materials that you consider confidential or proprietary through the Site. If you choose to provide input and suggestions regarding us, our products or services, or problems with or proposed modifications or improvements to the Site ("**Feedback**"), then you do so on a non-confidential basis (regardless of any designation or indication to the contrary in the submitted information or any accompanying correspondence). Any Feedback may become public information that may appear in public search results. You hereby grant bloXroute an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free,

transferable, sublicensable right to use, reproduce, modify, adapt, publish, distribute, translate, communicate to the public, create derivative works from, perform, display and otherwise exploit the Feedback in any manner and for any purpose, without any restrictions or compensation, including to improve the Site and create other products and services. **Data Collection Restrictions.** Without our prior written consent, you may not and will not permit any other third party to: (i) use any automated means to access the Site or collect any information from the Site (including, without limitation, data mining tools, robots, spiders, scripts or other automatic devices or programs); (ii) place pop-up windows over the Site's pages, or otherwise affect the display of this Site's pages; (iii) engage in the practices of "screen scraping", "database scraping" or any other activity with the purpose of obtaining content or other information; (iv) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes" or any other form of commercial or non-commercial solicitation or bulk communications of any kind to any bloXroute member or third party; (v) use data provided by bloXroute, provided in any manner whatsoever, for any competing uses or purposes; or (vi) use the Site in any manner that violates applicable law or that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site.

- iv. **Ownership; Proprietary Rights.** The Site is owned and operated by bloXroute. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services and all other elements of the Site ("**Materials**") provided by bloXroute are protected by intellectual property and other laws. All Materials included in the Site are the property of bloXroute or its third-party licensors. Except as expressly authorized by bloXroute, you may not copy, modify, upload, post, transmit, distribute or otherwise make use of the Materials. bloXroute reserves all rights in and to the Materials not granted expressly in these Terms. Unauthorized use constitutes copyright and/or trademark infringement. You may not use any part of the Site to create a similar or competing platform. Any use of the Site not specifically permitted by these Terms is prohibited and constitutes a breach of these Terms.
- v. **Third-Party Services and Linked Websites.** The Site may contain links to third-party websites or functionality. Linked websites or third party functionality and services are not under bloXroute's control, and bloXroute is not responsible for their content or any interaction you have with them. BloXroute may provide tools through the Site that enable you to export information to third-party services. By using one of these tools, you agree that bloXroute may transfer that information to the applicable third-party service. To the fullest extent permitted by law, bloXroute disclaims all liability and responsibility with respect to any third party services or sites and is not responsible for any third-party service's use of your exported information.

4. PROHIBITED CONDUCT

By using the site you agree not to and not permit any other third party to:

- i. Use the Site for any illegal purpose or in violation of any local, state, national, or international law, including securities and commodities laws, which general prohibit conduct such as market manipulation, spoofing, front-running, and insider trading;
- ii. Violate, or encourage others to violate, any right of a third party, including by infringing or misappropriating any third-party intellectual property right;

- iii. Upload, post, transmit, share, store or otherwise make available content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law;
- iv. Interfere with security-related features of the Site, including by: (i) disabling or circumventing features that prevent or limit use or copying of any content; or (ii) reverse engineering or otherwise attempting to discover the source code of any portion of the Site except to the extent that the activity is expressly permitted by applicable law;
- v. Interfere with the operation of the Site or any user's enjoyment of the Site, including by uploading or otherwise disseminating any virus, adware, spyware, worm, or other malicious or tracking computer code; or interfering with or disrupting any network, equipment, or server connected to or used to provide the Site;
- vi. Perform any fraudulent activity including impersonating any person or entity, claiming a false affiliation, or accessing any other Site account without permission (including in connection with a Purchase Agreement);
- vii. Sell or otherwise transfer the access granted under these Terms or any Materials (as defined in Section 3 or any right or ability to view, access, or use any Materials);
- viii. Attempt to do any of the acts described in this Section 4 or assist or permit any person in engaging in any of the acts described in this Section 4;
- ix. Use or attempt to use another's account, service or system without authorization from that person and bloXroute, or create a false identity on the Site;
- x. Upload, post, transmit or otherwise make available any content that we deem to be unlawful, infringing, libelous, inflammatory, hateful, intentionally false, abusive, vulgar, obscene, threatening or harassing, discriminatory or racially, ethnically or otherwise objectionable;
- xi. Intimidate or harass another user of the Site;
- xii. Collect, use or transfer any personal, private or confidential information about another person obtained from the Site;
- xiii. Use the Site for any improper purpose; and/or
- xiv. Upload, post, transmit, share or otherwise make available any unsolicited or unauthorized advertising, solicitations or promotional materials, or engage in any other form of solicitation.

5. INDEMNITY, DISCLAIMERS AND LIMITATION OF LIABILITY

- i. **Indemnity.** To the fullest extent permitted by law, you are responsible for your use of the Site, and you will defend and indemnify bloXroute and its officers, directors, employees, consultants, affiliates, subsidiaries and agents (together, the "bloXroute Entities") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including reasonable attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Site; (b) your violation of any portion of these Terms, any representation, warranty, or agreement referenced in these Terms, or any applicable law or regulation; (c) your violation of any third party right, including any intellectual property right or publicity, confidentiality, other property, or privacy right; or (d) any dispute or issue between you and any third party; provided, however, that the indemnity provided in this paragraph WILL not extend to any claims or related liabilities, losses, damages or expenses under the U.S. federal or state securities laws. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

ii. **Disclaimers; No Warranties.**

THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. BLOXROUTE DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SITE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SITE, INCLUDING: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT; AND (B) ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. BLOXROUTE DOES NOT WARRANT THAT THE SITE OR ANY PORTION OF THE SITE, OR ANY MATERIALS OR CONTENT OFFERED THROUGH THE SITE, WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND SITE DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SITE OR BLOXROUTE ENTITIES OR ANY MATERIALS OR CONTENT AVAILABLE ON OR THROUGH THE SITE WILL CREATE ANY WARRANTY REGARDING ANY OF THE BLOXROUTE ENTITIES. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE SITE OR YOUR USE OF THE SITE. YOU UNDERSTAND AND AGREE THAT YOU USE ANY PORTION OF THE SITE AT YOUR OWN DISCRETION AND RISK, AND THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE SITE) OR ANY LOSS OF DATA.

THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. bloXroute does not disclaim any warranty or other right that bloXroute is prohibited from disclaiming under applicable law.

iii. **Service Interruptions and other Contingencies Disclaimer.**

Use of the Site, including paid or free tiers of bloXroute's Blockchain Distribution Network (BDN), is made available at bloXroute's sole discretion and, as described above, provided "as is" and on an "as available" basis. To further clarify, certain features of bloXroute BDN services (including, but not limited to, all products listed on <https://bloxroute.com/pricing/>, such as "Frontrunning Protection", "Tx Bump", "Private Relays", and "Real-Time Fee Estimator") and information provided as a result thereof may be subject to various factors ("Contingencies") that impact the features' speed, availability, accuracy, and/or functionality. Such factors may include: network congestion (including congestion on the Ethereum blockchain), failures in block propagation, corrupted blockchain data and/or chain splits, network downtime, information from "uncle" blocks (which can lead to trades that are intended to be more "private" via Frontrunning Protection losing such status by appearing on chain but not part of the longest chain), exchange rate volatility, software bugs or other issues relating to the Site, other "force majeure" conditions beyond bloXroute's control, and so on. Additionally, miners may leak private transactions to the public network (and miners may be independently able to front run transactions), which the BDN may not be able to detect or prevent. Such Contingencies may at times result in interruption of services,

presentation of data that is faulty or inaccurate during the time that such Contingency affects the services, slower service speed, unavailability or downtime of service(s), interruptions in blockchain data flow, and other technical interruptions and malfunctions. In some cases such Contingencies could result in loss of user funds or trading opportunities.

Your subscription to any of bloXroute services expressly acknowledges the possibility of these Contingencies and, by agreeing to subscribe to any of these services, you agree to solely assume the risk of any such Contingencies and to indemnify and hold harmless bloXroute, and/or its affiliates, from any losses associated with any such Contingencies.

“Force majeure” conditions include, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; pandemics, epidemics, and public health crises; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions, and so on. Notwithstanding the foregoing, in the event of such an occurrence, bloXroute agrees to make a good faith effort to continue its services and/or resume services as soon as is reasonably possible.

iv. **Limitation of Liability.**

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS, IN NO EVENT WILL BLOXROUTE, ITS AFFILIATES OR THEIR DIRECTORS, MANAGERS, OFFICERS, STOCKHOLDERS, MEMBERS, PARTNERS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF THE SITE OR THE SERVICES OR ANY OF THE SITE CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF BLOXROUTE IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAW OR OTHER LAWS, YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY, AND WILL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM BLOXROUTE, ITS AFFILIATES OR THEIR DIRECTORS, MANAGERS, OFFICERS, STOCKHOLDERS, MEMBERS, PARTNERS, EMPLOYEES OR REPRESENTATIVES, REGARDLESS OF THE CAUSE OF ACTION. EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER

PROVISIONS OF THESE TERMS. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

6. NO FINANCIAL ADVICE

bloXroute and the Site do not provide any financial opinions or advice. All content on the Site is for informational purposes only and should not be taken as investment advice. Use of the information provided on the Site for any financial decisions is solely at your discretion and at your own risk. bloXroute assumes no responsibility and makes no claims regarding the information on the Site, except as otherwise set forth herein.

Unless expressly stated, none of the information available through any portion of the Site is an offer to buy or sell, or an attempt to solicit the buying or selling of, any investment products or other financial product or service, an official confirmation of any transaction, or an attempt to provide any investment recommendation, advice, or service. Further, no information available on the Site constitutes financial, legal, or tax advice.

Decisions to buy, sell, hold or trade in securities, commodities, or other investments involve risk and are typically best made based on the advice of qualified financial professionals. Any trading in securities or other investments involves a risk of substantial losses. Before undertaking any transaction or trading, you should consult a qualified financial professional. Please consider carefully whether such trading is suitable for you in light of your financial condition and ability to bear financial risks. Under no circumstances shall we be liable for any loss or damage you or anyone else incurs as a result of any trading or investment activity that you or anyone else engages in based on any information or material you receive through bloXroute or the Site or Services.

The Site and any products and services described on the Site are not available in jurisdictions and/or to clients where the provision or use thereof would not comply with applicable laws, or where bloXroute is not authorized to provide such information or services.

7. DURATION AND MODIFICATION

We reserve the right to change these Terms on a going forward basis at any time. Please check these Terms periodically for changes. Modifications are immediately effective upon publication. We may also elect to notify you of updated Terms through email, through the Site or as part of recurring billing statements or agreements. If you continue to use the Site after such changes to these Terms are posted, you agree to be bound by the revised Terms. If in the future, you do not agree to be bound by the revised Terms, you must immediately stop using the Site at that time.

- i. **Modification of the Site.** bloXroute reserves the right to modify or discontinue, in whole or part, the Site at any time (including by limiting or discontinuing certain features of the Site), temporarily or permanently, without notice to you. bloXroute will have no liability for any change to the Site or any suspension or termination of your access to or use of the Site.
- ii. **Term.** These Terms are effective beginning when you accept these Terms or first access or use the Site, and end when terminated as described in this Section. If you violate any provision of these Terms, your authorization to access the Site and these Terms automatically terminate. In addition, bloXroute may, at its sole discretion, terminate or suspend, throttle your access to or terminate your access, or use of, the Site, at any time for any reason or no reason, with or without notice and terminate these Terms. Upon termination of these Terms: (a) your license rights will terminate and you must immediately cease all use of the Site; (b) you will no longer be authorized to access your account or the Site.

8. DISPUTE RESOLUTION AND ARBITRATION

Please read the following arbitration agreement in this Section 8 (the “Arbitration Agreement”) carefully. It requires you to arbitrate disputes with bloXroute and limits the manner in which you can seek relief from us.

- i. **Applicability of Arbitration Agreement.** You agree that any dispute or claim relating in any way to your access or use of the Site, to any products referenced, sold, or distributed through the Site, or to any aspect of your relationship with bloXroute, 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; and (2) you or bloXroute 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 these Terms or any prior version of this Section 8, Arbitration Agreement or a similar agreement between you and bloXroute.**
- ii. **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 Eyal Markovich at the following address: 4803 N Milwaukee Ave, Suite B, Unit #151, Chicago IL 60630. 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, bloXroute will pay them for you. In addition, bloXroute 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.

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.

- iii. Authority of Arbitrator.** The arbitrator 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 bloXroute. 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 these Terms (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.
- iv. Waiver of Jury Trial.** YOU AND BLOXROUTE 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 bloXroute are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in this Section 8. An arbitrator can award on an individual basis the same damages and relief as a court and must follow these Terms 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.

- v. **Waiver of Class or Other Non-Individualized Relief.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE 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. If a decision is issued stating that applicable law precludes enforcement of any of this subsection's limitations as to a given claim for relief, then the claim must be severed from the arbitration and brought into the State or Federal Courts located in the State of Illinois. All other claims shall be arbitrated.

- vi. **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: support@bloxroute.com, within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your bloXroute username (if any), the email address you used to set up your bloXroute 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 these Terms 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 or any other bloXroute Entity.

- vii. **Arbitration Agreement Miscellaneous Terms.** Except as provided in this Section 8, 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. This Section 8 will survive the termination of your relationship with bloXroute. Notwithstanding any provision in these Terms to the contrary, we agree that if bloXroute makes any future material change to this Arbitration Agreement, you may reject that change within thirty (30) days of such change becoming effective by writing bloXroute at the following address: 4803 N Milwaukee Ave, Suite B, Unit #151, Chicago IL 60630.

9. MISCELLANEOUS

- i. **Governing Law.** These Terms are governed by the laws of the State of Illinois without regard to conflict of law principles. You and bloXroute each submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Chicago, Illinois for resolution of any dispute, lawsuit or court proceeding permitted under these Terms. We operate the Site from our offices in Illinois, and we make no representation that Materials included in the Site or the Site are appropriate or available for use in other locations.
- ii. **Privacy Policy.** Please read the [bloXroute Privacy Policy](#) carefully for information relating to our collection, use, storage, disclosure of your personal information. The bloXroute Privacy Policy is incorporated by this reference into, and made a part of, these Terms.
- iii. **Additional Terms.** Your use of the Site is subject to all additional terms, policies, rules, or guidelines applicable to the Site or certain features of the Site that we may post on or link to from the Site (the "**Additional Terms**"). All Additional Terms are incorporated by this reference into, and made a part of, these Terms. You agree that no joint venture, partnership, employment or agency relationship exists between you and us a result of these Terms or your use of the Site and the services.
- iv. **Consent to Electronic Communications.** By using the Site, you consent to receiving certain electronic communications from us. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that those communications be in writing.
- v. **Contact Information.** The Site is offered by bloXroute, 4803 N Milwaukee Ave, Suite B, Unit #151, Chicago IL 60630. You may contact us by sending correspondence to that address or by emailing us at support@bloxroute.com.
- vi. **No Support.** We are under no obligation to provide support for the Site. In instances where we may offer support, including as part of a service plan, the support will be subject to published policies.
- vii. **Monitoring.** We are under no obligation to monitor the information contained in or transmitted through the Site. You agree that we may monitor the Site (i) to comply with applicable laws, regulations or other government requests; and (ii) for such other purposes as we deem appropriate. We reserve the right to modify, reject or eliminate any information contained in or transmitted through the Site that we believe is unacceptable or in violation of these Terms or applicable laws.
- viii. **Eligibility and International Usage.** You must be at least 18 years old to use the Site. By agreeing to these Terms, you represent and warrant to us that: (a) you are at least 18 years old; (b) you have

not previously been suspended or removed from the Site; and (c) your registration and your use of the Site is in compliance with any and all applicable laws and regulations and these Terms. The Site is intended for visitors located within the United States. We make no representation that the Site is appropriate or available for use outside of the United States. Access to the Site from countries or territories or by individuals where such access is illegal is prohibited. You may not use these services if you are an individual that is sanctioned by the Office of Foreign Assets Control (OFAC), or otherwise located in any country, region or jurisdiction sanctioned by OFAC or another U.S. agency.

- ix. **Survival.** The provisions of Sections 2, 4, 5, 6, 8 and 9 shall survive the termination of these Terms.

- x. **General Terms.** These Terms, including the Arbitration Agreement, together with the Privacy Policy and any Additional Terms, are the entire and exclusive understanding and agreement between you and bloXroute regarding your use of the Site. You may not assign or transfer these Terms or your rights under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign these Terms at any time without notice or consent. The failure to require performance of any provision will not affect our right to require performance at any other time after that, nor will a waiver by us of any breach or default of these Terms, or any provision of these Terms, be a waiver of any subsequent breach or default or a waiver of the provision itself. Use of section headers in these Terms is for convenience only and will not have any impact on the interpretation of any provision. Throughout these Terms the use of the word "including" means "including but not limited to". If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect.