

Turnkey Key Management License Agreement and Terms of Service

Last Updated: March 15, 2023

Turnkey Global, Inc. ("**Turnkey**", "**we**", "**our**" or "**us**") provides a digital, non-custodial key management solution that supports its users' ("**Users**", "**you**" or "**your**") ability to securely decrypt and sign data using its proprietary API technology (collectively, "**Platform**"). Turnkey enables Users and Authorized Users (as defined below) to (i) securely control asymmetric, cryptographic private keys using API Key Credentials (as defined below); and (ii) make use of additional functionality as Turnkey may add to the Platform from time to time (collectively the "**Services**," as further defined below). This Turnkey Key Management License Agreement and Terms of Service ("**Terms**"), along with our [Privacy Policy](#) ("**Privacy Policy**"), govern your use of the Services.

1. DEFINITIONS.

(a) "**Agreement**" means collectively, the terms and conditions in the main body of these Terms, together with any Order Form, and all attachments, exhibits, schedules, policies, and instructions attached hereto, as amended from time to time.

(b) "**API Key Credentials**" means private keys, hardware authentication devices, smart cards, or any other codes that you or any Authorized User utilizes to access any part of the Services.

(c) "**Authorized User**" means any natural person that you authorize to Use the Services.

(d) "**Digital Assets**" means digital currencies, cryptocurrencies, decentralized application tokens, protocol tokens, smart contracts, Protocol-based assets, stablecoins, cryptoassets and other cryptofinance and digital assets and instruments, to the extent Turnkey currently supports curve encryption formats necessary for Private Key generation for such assets based on the technical specifications of the corresponding Protocol.

(e) "**Documentation**" means the API documentation, operator and user manuals, training materials, policy specifications for Signature Requests (as defined below), compatible device and hardware list and other similar materials in hard copy or electronic form provided by Turnkey to User (including any revised versions thereof) to assist with or describe the Services, which may be updated from time-to-time.

(f) "**Intellectual Property Rights**" means patent rights (including patent applications and disclosures), copyrights, trademarks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

(g) "**Order Form**" means a document that forms a part of these Terms that describes the Professional Services and is entered into between you and Turnkey.

(h) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association, governmental authority or other entity.

(i) "**Private Key**" means a cryptographic key that is secret and is uniquely contained within the Services, and is used as part of a public-key cryptographic algorithm. In the context of the Services, Private Keys are generated to, among other reasons, decrypt and sign data.

(j) **“Professional Services”** means the development, implementation, and any other services to be provided by Turnkey to User as documented in one or more Order Forms.

(k) **“Protocol”** means a digital ledger in which transactions made with a Digital Asset are recorded chronologically.

(l) **“Policy Rules”** means collectively, Services usage limitations on Users, Authorized Users, and API Key Credentials as specified by Users and as further defined below in Section 8. Amongst other things, Policy Rules govern which API Key Credentials can initiate Signature Requests and how those Signature Requests are evaluated.

(m) **“Services”** means the provision of the Platform including the key management system and corresponding API Key Credentials, the Professional Services, support services (if applicable), and any other products or services Turnkey provides under these Terms.

(n) **“Services Output”** means all data, information and materials generated by the Services based on User Materials, including data models and data output.

(o) **“Signature Request”** means an Authorized Users’ instructions to Turnkey to sign data or a Protocol payload using a User’s Private Key.

(p) **“Turnkey IP”** means the Platform, the Documentation, Services Output, the Services, all improvements, modifications or enhancements to, or derivative works of, the foregoing, and all Intellectual Property Rights in and to any of the foregoing.

(q) **“Use”** means to use, access and/or operate the Services in accordance with these Terms and the Documentation.

(r) **“User Materials”** means all information, data, content and other materials, in any form or medium, that is submitted, posted, collected, transmitted or otherwise provided by or on behalf of User or an Authorized User through the Services or to Turnkey in connection with User’s and its Authorized Users’ use of the Services, but excluding, for clarity, any information, data, content or materials owned or controlled by Turnkey and made available through the Services.

2. AGREEMENT TO TERMS

(a) **Acceptance.** By clicking “I Agree” or by accessing or using the Services (or any portion thereof), you hereby agree to be bound by this Agreement. If you don’t agree to be bound by this Agreement, you may not access or use the Services.

3. ACCESS AND USE

(a) **Provision of Access.** Subject to User’s compliance with the terms and conditions of this Agreement, Turnkey hereby grants User a worldwide, non-exclusive, non-transferable (subject to Section 13), non-sublicensable right to Use the Services for User’s internal business purpose during the Term; provided that User strictly complies with the restrictions set forth in Section 16.

(b) **Reservation of Rights.** Nothing in this Agreement or the performance thereof will operate to grant User any right, title or interest, whether by implication, estoppel or otherwise, in or to the Turnkey IP, other than as expressly set forth in this Agreement. As between the parties, Turnkey will exclusively own all right, title and interest in and to the Turnkey IP. Subject

to this Agreement, all Intellectual Property Rights created in any such Turnkey IP will become property of Turnkey upon creation, and to the extent that sole ownership does not originally vest in Turnkey, such Intellectual Property Rights are hereby automatically and irrevocably assigned by User (and its Authorized Users) to Turnkey. User will, and will ensure the Authorized Users will, take any and all actions and execute any and all documents necessary to give effect to the preceding sentence. Each party hereby expressly reserves all Intellectual Property Rights not expressly granted hereunder.

(c) **Violation of Applicable Laws.** Turnkey is not required to pre-screen or actively review any Signature Request, but Turnkey may refuse to complete a Signature Request if Turnkey becomes aware or reasonably suspects that the Signature Request does not comply with applicable laws. In such case, Turnkey shall endeavor to notify User that the Signature Request was not completed.

4. AUTHORIZED USERS

(a) **General.** User will not authorize any other Person to access, use or operate the Services, except that User may permit Authorized Users to Use the Services; provided that User will use commercially reasonable efforts to ensure each such Authorized User materially complies with all applicable terms and conditions of the Terms (including applicable privacy policies, acceptable use policies and terms and conditions which may be posted or made available through the Platform), and User is fully and directly responsible to Turnkey for any act or omission which violates this Agreement by each such Authorized User in connection with their use of the Services. User will, and will require all Authorized Users to, use all reasonable means to secure hardware and software used to access the Services (including API Key Credentials) in accordance with customary security Protocols and Documentations, and will promptly notify Turnkey if User or any Authorized User knows or reasonably suspects that any information (including your API Key Credentials) has been compromised. Each account for access to and use of the Services may only be accessed and used by the specific User for whom such account is created. User will further use commercially reasonable efforts to ensure that any Authorized User complies with the applicable provisions of this Agreement in connection with such Authorized User's Use of the Services.

(b) **End User Authorization.** Authorized Users will include User's end-customers, as selected by the User, provided (i) such end-customers have agreed to any applicable User terms of use, (ii) User and such end-customers have complied with all applicable laws, rules and regulations, and this Agreement, and (iii) User has screened such end-customers in accordance with its applicable compliance policies, if any. For the avoidance of doubt, User is solely responsible for and has sole discretion over: (x) determining whether any User's end-customer is eligible to directly or indirectly use the Platform (and the level of access, including determining end-customer access to receive access to API Key Credentials and initiate Signature Requests); and (y) ensuring that such end-customers comply with the Agreement and all applicable laws, rules and regulations. Further, and without limitation of any other term of this Agreement, you shall be solely responsible for all aspects of any customer service available to applicable Authorized Users including User's end-customers. Without limiting the foregoing, you acknowledge and agree that you will not permit any Authorized User to access any portion of the Services if the Authorized User is located, ordinarily resident, organized, established, or domiciled in Cuba, Iran, North Korea, Syria, the Crimea, Donetsk, and Luhansk Regions of Ukraine, Russia, or any other country or jurisdiction against which the U.S. maintains comprehensive economic sanctions or an arms embargo ("**Sanctioned Countries**"). Turnkey, in its sole discretion, may require additional documentation from Authorized Users.

(c) **Compliance Programs.** User will maintain and implement the following: (i) a reasonably designed compliance program that conforms with all applicable U.S. and non-U.S. export control and trade sanctions laws; (ii) an anti-money laundering, sanctions, and fraud prevention compliance standards consistent with its operations; and (iii) such other programs, policies, and procedures required or appropriate to ensure that any use of the Services by you or your Authorized Users complies with applicable laws, rules and regulations. User will cooperate with Turnkey and engage in commercially reasonable efforts to detect unauthorized or fraudulent activity in connection with Services (as defined under this Agreement) and any User-provided services. Further, and without limitation of any other term of this Agreement, User shall be solely responsible for all aspects of any User service available to applicable Authorized Users including User end-customers.

(d) **Representations.** You and Authorized Users individually affirm to Turnkey that Authorized User is authorized to act on behalf of User's business.

5. PRIVACY POLICY

(a) Please review our Privacy Policy, which also governs your use of the Services, for information on how we collect, use, and share your information.

6. CHANGES TO TERMS OR SERVICES

(a) We may modify the Terms at any time at our sole discretion. If we do so, we'll let you know by posting the modified Terms or providing you a notice through the Platform, and/or through other methods of communication which we deem reasonable. If you continue to use the Services after we have posted modified Terms, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may not use the Services anymore. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

(b) If you have been a User of the Services prior to March 1, 2023 ("**Legacy User**"), your use of the Services shall be subject to the terms and conditions previously signed ("**Legacy Terms**"). In the event of any conflict between these Terms and the Legacy Terms, the provisions of the Legacy Terms shall control. At any point, in its sole and absolute discretion, Turnkey may deprecate the Legacy Terms and migrate all users of its Services to this standardized set of Terms. Turnkey will provide reasonable notice to Legacy Users in the event that occurs.

7. WHO MAY USE THE SERVICES

(a) **Account Creation.** If you want to use the Services, you'll have to create an account ("**Account**") via the Platform, which will require you to authenticate using a secure, supported FIDO2 device ("**Authenticator**"). You may associate multiple Authenticators with your account (together, your "**Account Credentials**"). You're responsible for safekeeping your Account Credentials. Further, you're responsible for all activities that occur under or in connection with your Account, or are otherwise attributable to your Account Credentials, whether or not you know about such activities.

(b) **Sanctioned Countries.** As a condition of accessing the Services, you represent and warrant to Turnkey that neither you nor your business are: (i) located in a Sanctioned Country; (ii) dealing with persons who are located, ordinarily resident, organized, established, or domiciled in a Sanctioned Country or have been identified as a Specially Designated National or placed on any sanctions list by the U.S. Treasury Department's Office of Foreign Assets Control,

the U.S. Commerce Department, or the U.S. Department of State; and (iii) that you have controls in place that are designed to ensure that this remains the case.

8. SERVICES

(a) **Key Generation.** As part of our Services, you may directly generate Private Keys. In order to use the Services and generate Private Keys, you will be required to create an Account and create API Key Credentials. Once you create a Private Key, you will be able to issue Signature Requests reflecting the Policy Rules established by you. Turnkey utilizes Trusted Execution Environments and its own proprietary technology to encrypt your Private Key in a process designed to help ensure its security and confidentiality while ensuring that you remain in control of your Private Key.

(b) **Signature Requests.** Signature Requests can be used to decrypt and sign data, sign Protocol based transactions, or take other action as approved under the Policy Rules. Turnkey enforces the Policy Rules you define through the Services in processing a Signature Request but otherwise does not validate data, broadcast transactions on a Protocol, or otherwise take any action related to the underlying data associated with the Signature Request. You or an Authorized User must utilize the applicable API Key Credentials to initiate Signature Requests.

(c) **Policy Rules.** Each Signature Request will be subject to your pre-defined Policy Rules that will in part determine the outcome of any Signature Request. Policy Rules can be used to craft fine-grained access controls around your Private Keys and any sensitive actions within the Services. Only you or an Authorized User may update Policy Rules by logging into your Account and submitting changes.

(d) **Your Obligations.** You will be responsible for keeping your Account Credentials and API Key Credentials secure and for any activity associated with your Account. Turnkey will not be responsible or liable if someone else accesses your Account Credentials or API Key Credentials and initiates or authorizes a Signature Request or updates the Policy Rules. You must inform Turnkey immediately if your Account Credentials or API Key Credentials have been stolen or otherwise compromised.

(e) **Key Generation and Signature Request Throttling.** Turnkey shall have sole discretion to determine how many Private Keys you are eligible to generate via your Account at any time. Similarly, Turnkey shall have sole discretion to throttle unreasonable volumes of Signature Requests.

9. DISCLAIMERS

(a) NOTWITHSTANDING ANYTHING TO THE CONTRARY UNDER THIS AGREEMENT, YOU ACKNOWLEDGE THAT TURNKEY DOES NOT HAVE ACCESS TO YOUR ACCOUNT OR YOUR PRIVATE KEYS AND IS NOT RESPONSIBLE IN ANY WAY FOR THE SECURITY OF YOUR ACCOUNT. TURNKEY HEREBY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR OR IN CONNECTION WITH YOUR ACCOUNT, YOUR PRIVATE KEYS, ANY DIGITAL ASSETS, TRANSACTIONS, OR SIGNATURE REQUESTS AS APPLICABLE TO YOUR DIRECT OR INDIRECT USE OF THE SERVICES THEREON OR THERE THROUGH, AND YOU AGREE TO HOLD TURNKEY HARMLESS FROM AND IN CONNECTION WITH ANY SUCH LIABILITY OR RESPONSIBILITY.

(b) Turnkey cannot access raw Private Key information for you, and we cannot unilaterally initiate a Signature Request. We are not your brokers, intermediaries, agents, advisors, or custodians, and we do not have a fiduciary relationship or obligation to you

regarding any other decisions or activities that you effect when using your Private Key or our Services. We are not responsible for any activities that you engage in when using your Private Key, and you should understand the risks associated with Digital Assets. You are solely responsible for any and all Signature Requests that are initiated through your Account and we make no, and hereby disclaim all, representations, warranties, claims and assurances as to any Signature Requests.

(c) Turnkey's sole responsibility is to execute a Signature Request that conforms to the Policy Rules. Turnkey will not review the accuracy of any Signature Requests or Policy Rule changes. We make no representations and warranties as to any consequences of your use of the Services related to initiating Signature Requests, including but not limited to any legal or tax consequences. You acknowledge and agree that you are solely responsible for all aspects of establishing and updating Policy Rules, initiating Signature Requests, or otherwise using the Services managing your Digital Assets, including any actions of Authorized Users.

(d) Turnkey assumes no responsibility for the operation of the underlying Protocols and is not able to guarantee the functionality or security of network operations. In particular, the underlying Protocols may be subject to sudden changes in operating rules. Any such operating changes may materially affect the availability, value, functionality, and/or the name of the Digital Asset you own. Turnkey does not control the timing and features of these material operating changes. In the event of any such operational change, Turnkey reserves the right to take such steps as may be necessary to protect the security and safety of its Services, including temporarily suspending operations for the involved asset(s), and other necessary steps; Turnkey will use its best efforts to provide User with notice of its response to any material operating change; however, such changes are outside of Turnkey's control and may occur without notice to Turnkey. Turnkey's response to any material operating change is subject to its sole discretion and includes deciding not to support functionality associated with any underlying Protocol. User acknowledges and accepts the risks of operating changes to Digital Asset Protocols and agrees that Turnkey is not responsible for such operating changes and not liable for any loss of value or missed rewards User may experience as a result of such changes in operating rules. Notwithstanding anything to the contrary herein, User will not be liable or responsible for any fees, charges, or other costs due hereunder during any time which the Services are not fully available and functional for User.

10. RISKS

(a) By accessing or using the Services in any way, you represent and warrant that you understand the inherent risks associated with cryptographic systems and blockchain-based networks; digital assets, including the usage and intricacies of native digital assets, like Ether (ETH); smart contract-based tokens, such as those that follow the Ethereum Token Standard; and systems that interact with blockchain-based networks. Turnkey does not own or control any of the underlying software through which blockchain networks are formed. In general, the software underlying blockchain networks, including the Ethereum blockchain, is open source, such that anyone can use, copy, modify, and distribute it.

(b) By accessing or using the Services, you acknowledge and agree (a) that Turnkey is not responsible for the operation of the software and networks underlying the Services, (b) that there exists no guarantee of the functionality, security, or availability of that software and networks, and (c) that the underlying networks are subject to sudden changes in operating rules, such as those commonly referred to as "forks," which may materially affect the Services.

(c) Blockchain networks use public/private key cryptography. Private Key(s) are stored at Turnkey's servers, however we do not have access to your raw Private Key(s). We have

access to encrypted Private Key data only and only a User or Authorized User may access raw Private Key(s). Neither Turnkey nor any other person or entity will be able to unilaterally retrieve or move your Digital Assets.

(d) Users cannot export or make a copy of Private Key(s) generated by Turnkey at this time. Should Turnkey suddenly go offline or cease offering the Services permanently for any reason, Users could potentially lose control and access to the Digital Assets associated with the Private Key(s) forever. It is up to the User to pre-sign transactions to move their Digital Assets to another wallet address for future broadcasting to account for this risk.

(e) Turnkey does not have access to your Account. You alone are responsible for securing your Account Credentials. If you lock yourself out of your account, we cannot help you get back into your Account or reset your Account Credentials. Losing control of Account Credentials will permanently and irreversibly deny you access to digital assets on the blockchain-based network and it is possible that you may lose access to your Account and Private Key information forever. If this occurs, then you will not be able to realize any value or utility from the Digital Assets that you may hold.

(f) You understand that our Platform remains under development, which creates technological, and other risks when using or accessing the Platform. These risks include, among others, delays in signing Signature Request or retrieving Private Key data resulting from the servers of Turnkey being offline; or an incorrect display of information on the Platform in the case of server errors. You acknowledge that these risks may have a material impact on your transactions using the Platform, which may result in, among other things, failing to fulfill transactions at your desired price or at all.

(g) We must comply with applicable laws, which may require us to, upon request by government agencies, take certain actions or provide information, which may not be in your best interests.

(h) You hereby acknowledge and agree that Turnkey will have no responsibility or liability for, the risks set forth in this Section 10. You hereby irrevocably waive, release and discharge all claims, whether known or unknown to you, against Turnkey, its affiliates, and their respective shareholders, members, directors, officers, employees, agents, and representatives, suppliers, and contractors related to any of the risks set forth in this Section 10.

11. SUPPORT

(a) Turnkey will use commercially reasonable efforts to provide technical support to User in connection with its Use of the Services, on a twenty-four (24) hours a day, seven (7) days a week basis, in accordance with Turnkey's standard practice, except for excused downtime, which for purposes of this Agreement means: (i) planned downtime (with reasonable advance notice to User) of the Services; (ii) emergency downtime of the Services; and (iii) any unavailability of the Services caused by circumstances beyond Turnkey's reasonable control.

12. FEEDBACK

(a) We appreciate feedback, comments, ideas, proposals and suggestions for improvements to the Services ("**Feedback**"). If you choose to submit Feedback, you agree that we are free to use it without any restriction or compensation to you, and you grant to us a non-exclusive, worldwide, perpetual, irrevocable, fully-paid, royalty-free, sublicensable and transferable license under any and all intellectual property rights that you own or control to

freely and without restriction use, copy, modify, create derivative works based upon and otherwise exploit the Feedback for any purpose.

13. CONTENT OWNERSHIP

(a) For purposes of this Agreement: (i) **“Content”** means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) **“User Content”** means any Content that you make available through the Services including any Signature Request details generated through the Platform. Content includes without limitation User Content. We do not claim any ownership rights in any User Content and nothing in this Agreement will be deemed to restrict any rights that you may have to use and exploit your User Content unless otherwise specified by this Agreement.

(b) Subject to the foregoing, Turnkey and its licensors exclusively own all right, title and interest in and to the Services and Content (excluding User Content), including all associated intellectual property rights. You acknowledge that the Services and Content (excluding User Content) are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content (excluding User Content).

(c) Notwithstanding the provisions above of this Section 13, during the Term, Turnkey may combine any anonymized data, and use such combined data, or a subset thereof (provided that any such combined data or subset thereof a majority of which may not consist of User Content), in strictly an aggregate and anonymous manner where such data becomes derived data. The derived data shall not identify User, any Authorized User, any client or investment vehicle of User or any Authorized User, or any holdings, positions, investments or portfolios of User or any User. User hereby agrees that Turnkey is the exclusive owner of all such derived data.

14. RIGHTS IN USER CONTENT GRANTED TO YOU

(a) **General.** In order to operate and provide our Services, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, copy, distribute, create derivative works of, display, and perform the User Content that you upload, submit, store, send, or receive on the Platform or through our Services. The rights you grant in this license are for the limited purpose of operating and providing our Services. Additional information about your privacy and how we use User Content is available in the Privacy Policy.

(b) **User Warranties.** You warrant and represent that you have the right and authority to submit your User Content and that the User Content or any part thereof does not infringe the intellectual property rights or any other rights of any third party.

15. FEES

(a) **Our Fees.** We may charge fees for some or part of the Services we make available to you. We reserve the right to change those fees at our discretion with notice. We will disclose the amount of fees we will charge you for the applicable Service at the time that you access the Service.

16. GENERAL RESTRICTIONS AND TURNKEY'S ENFORCEMENT RIGHTS

You agree not to do any of the following:

- Use, display, mirror or frame the Services or any individual element within the Services, Turnkey's name, any Turnkey trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Turnkey's express written consent;
- Access, tamper with, or use non-public areas of the Services, Turnkey's computer systems, or the technical delivery systems of Turnkey's providers;
- Attempt to probe, scan or test the vulnerability of any Turnkey system or network or breach any security or authentication measures;
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Turnkey or any of Turnkey's providers or any other third party (including another User) to protect the Services;
- Attempt to access or search the Services or download content from the Services using any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Turnkey or other generally available third-party web browsers;
- Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;
- Use any meta tags or other hidden text or metadata utilizing a Turnkey trademark, logo URL or product name without Turnkey's express written consent;
- Use the Services, or any portion thereof, for any commercial purpose or for the benefit of any third party or in any manner not permitted by this Agreement;
- Forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any User, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- Collect or store any personally identifiable information from the Services from other Users of the Services without their express permission;
- Impersonate or misrepresent your affiliation with any person or entity;
- Violate any applicable law or regulation, including, without limitation any applicable anti-money laundering and anti-terrorism financing laws and sanctions programs, including, without limitation, the Bank Secrecy Act and those enforced by the U.S. Department of Treasury's Office of Foreign Assets Controls and any other export control laws; or
- Encourage or enable any other individual to do any of the foregoing.

Although we have no obligation to monitor any User Content, we retain absolute discretion to review, monitor, or take any action related to User Content at any time and for any reason without notice. We take no responsibility and assume no liability for any User Content, including any loss or damage to any of your User Content. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

17. TERMINATION

(a) We may terminate your access to and use of the Services, at our sole discretion, at any time and without notice to you. You may cancel your Account at any time by following the account closure instructions in the Platform. Upon any termination, discontinuation or

cancellation of Services or your Account, (i) all rights and/or licenses granted to you under this Agreement shall immediately cease and terminate and you shall forthwith cease the use and/or access of the Services (including the Platform) and Content thereon in any way whatsoever; and (ii) notwithstanding the foregoing, the following provisions will survive: Sections 2, 3, 7, 8, and 14-21. Following cancellation of your Account, Turnkey has no responsibility to maintain any of your data on your behalf.

18. WARRANTY DISCLAIMERS

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES AND OUR CONTENT IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. THE SERVICES AND OUR CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TURNKEY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND/OR NON-INFRINGEMENT. TURNKEY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SERVICES OR ANY OF THE MATERIALS OR CONTENT CONTAINED THEREIN WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR ERROR-FREE, OR THAT CONTENT WILL BE ACCURATE, RELIABLE, TRUTHFUL, OR COMPLETE.

ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, TURNKEY HEREBY DISCLAIMS ANY AND ALL LIABILITY AND RESPONSIBILITY FOR OR IN CONNECTION WITH (A) ANY KEY MANAGEMENT SERVICE, INCLUDING WITHOUT LIMITATION ANY HANDLING, MISHANDLING, DISCLOSURE (INCLUDING UNAUTHORIZED DISCLOSURE), USE, OR MISUSE, OF ANY PRIVATE KEYS OR FAILURE BY US OR OUR SERVICE PROVIDERS TO PROVIDE ANY DECRYPTION KEYS TO YOU, (B) TURNKEY'S ACTS OR OMISSIONS IN CONNECTION WITH ITS ASSISTANCE IN OBTAINING ANY DECRYPTION KEY FOR YOU, INCLUDING TURNKEY'S FAILURE TO DO SO OR ITS NEGLIGENCE IN CONNECTION WITH SUCH ASSISTANCE (INCLUDING WITHOUT LIMITATION TURNKEY'S ACCIDENTAL OR IMPROPER DISCLOSURE OF AN ACCESS TOKEN IN CONNECTION THEREWITH).

19. INDEMNITY

(a) You will indemnify and hold harmless Turnkey and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (i) your access to or use of the Services, your Account, or Content, (ii) your User Content, (iii) third party materials, (iv) any use of your Account Credentials, or (v) your violation of this Agreement.

(b) If Turnkey reasonably believes the Services (or any component thereof) could infringe any third party's Intellectual Property Rights, Turnkey may, at its sole option and expense use commercially reasonable efforts to: (i) procure the right for User to continue using the Services (or any infringing component thereof) to make it non-infringing without materially reducing its functionality; or (ii) replace the Services (or any infringing component thereof) with a non-infringing alternative that is functionally equivalent in all material respects. If the foregoing remedies are not available to Turnkey on commercially reasonable terms, then Turnkey may suspend or terminate User's use of the Services upon notice to User.

20. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER TURNKEY NOR ITS SERVICE PROVIDERS (INCLUDING THOSE INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES) WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF FUNDS OR DIGITAL ASSETS, FAILURE TO OBTAIN ACCOUNT ACCESS, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT TURNKEY OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL TURNKEY'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE AMOUNTS YOU HAVE PAID TO TURNKEY FOR USE OF THE SERVICES FOR THE PRIOR 12 MONTH PERIOD.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TURNKEY AND YOU.

21. GOVERNING LAW AND FORUM CHOICE

(a) These Terms shall be governed by and construed in accordance with the controlling laws of the United States of America and the State of Delaware, excluding rules governing conflict of law and choice of law. The Federal and state courts within Delaware shall have exclusive jurisdiction to adjudicate any dispute arising out of this Agreement if United States and the State of California laws apply. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being effected upon it pursuant to the notice process described herein. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to this Agreement nor to any dispute or transaction arising out of this Agreement.

22. GENERAL TERMS

(a) These Terms constitute the entire and exclusive understanding and agreement between Turnkey and you regarding the Services, and this Agreement supersedes and replaces all prior oral or written understandings or agreements between Turnkey and you regarding the Services. If any provision of this Agreement is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. You may not assign or transfer this Agreement, by operation of law or otherwise, without Turnkey's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null. Turnkey may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

(b) Any notices or other communications provided by Turnkey under this Agreement will be given: (i) via email; or (ii) by posting to the Services. For notices made by email, the date of receipt will be deemed the date on which such notice is transmitted.

(c) Turnkey's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Turnkey. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

(d) No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

23. CONTACT INFORMATION

If you have any questions about this Agreement or the Services, please contact Turnkey at hello@turnkey.io.

Turnkey Beta Pricing Schedule

This Beta Pricing Schedule goes into effect immediately following the execution of the Agreement and is valid until 3/31/2024. The parties hereto agree that Turnkey's charges for Services shall be as follows.

API Usage Fees

User shall pay a monthly fee to Turnkey based on the number of successful Signature Requests (i.e., signed transactions). The fee shall be based on the incremental pricing tiers below:

Signed Transactions	Monthly Fee
<1,000	Free
1,001 – 10,000	\$1k
10,001 – 100,000	\$2k
>100,000	\$5k

Turnkey has discretion to throttle unreasonable API usage. Similarly, Turnkey reserves the right to update this Beta Pricing Schedule if User transacts substantially more than the tiers contemplated above.

Assets on Platform Fees

Turnkey is happy to waive fees for assets held on platform for Beta customers. Turnkey reserves the right to renegotiate pricing if User's assets increase above \$100M and User is not in the 10,001+ Signed Transactions tier for API Usage Fees.